

## ADVERTISEMENT.

**T**HE FIRST VOLUME of the *Accomplish'd Conveyancer*: Containing the Nature and Kinds of *Deeds* and *Instruments* used in Conveyancing; and an *Abridgment* of the *LAW* relating to all Sorts of *Conveyances* and *Deeds* in general; with every Thing belonging to them, proved by many *Law-Cases* and *Resolutions* thereupon. And also all Manner of smaller Sorts of *Precedents* used in *Conveyancing*, under the Heads of Bargain and Sale, Gifts, Grants, Articles, Special Conditions, Covenants, Exchanges, Deeds of Partition, Partnerships, Special Releases, Letters of Attorney, Licences, Bills of Sale, Charterparties of Affreightment, Leases, Settlements of Leases; and also of Personal Estates, Annuities, Monies in Funds, &c. instead of Jointures of Lands, &c. By *Giles Jacob, Gent.* Printed for *B. Lintott* at the Cross-Keys in Fleet-street.

*There is now in the Press,*

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*Tho:* THE ACCOMPLISH'D *Staples*  
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(VIZ.)

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 Release, Assignments of Bonds, Statutes,  
 Judgments, &c. And also of Leases for  
 Years and for Lives, Assignments to attend  
 the Fee, and to attend Mortgages: Mort-  
 gages of Personal Estates, and also of Lea-  
 ses and Lands for Years, Life, and in Fee,  
 Assignments of such Mortgages, Collateral  
 Securities, Securities against Incumbrances,  
 Defeasances, Declarations of Trust, Revoca-  
 tions and new Declarations, Appointments,  
 Renunciations, Disclaimers, Surrenders, Re-  
 leases of Equity of Redemption, Bills in  
*Chancery*, to foreclose the Equity on Mort-  
 gages, &c.

By Giles Jacob, Gent.

V O L. II.

In the S A V O R:

Printed by J. Nutt, Assignee of Edward Sayer Esq; for  
 B. Lintott at the Cross-Kays in Fleet-street. 1715.

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By Giles Jacob, Gent.

VOL. II.

In the 2d NO. 1.  
Printed by J. Smith, Printer of the Court, for  
J. Smith at the Coffee House in the Strand. 1717.



Gardens, Orchards, Lands, Tenements, Meadows,  
 Pastures, Woods, Trees, Woods, Under-  
 Woods, Commons, Common of Pasture, Ways,  
 Paths, Passages, Waters, Water-courses, Fishings, He-  
 profits, Commonable, and Appurtenances whatsoever to  
 them in anywise belonging, and all other things and  
 rights, Hereditaments and Freeholds above-men-  
 tioned or to any Part or Part thereof belong-  
 ing, or in anywise appertaining, or therewith  
 commonly used, or in anywise connected, or ac-  
 cessed, required, taken or known, as Part or

### Special Gifts and Grants.

*A Deed of Gift of a Capital Messuage and Land,  
 with a Covenant to Levy a Fine thereof, &c.*

**T**His Indenture made, &c. Between *L. M.*  
 of &c. Esquire, of the one Part, and  
*B. M.* Son and Heir of the said *L. M.*  
 of the other Part. Witnesseth, That  
 the said *L. M.* for and in Consideration of the  
 natural Love and Affection which he the said  
*L. M.* hath and beareth unto the said *B. M.* and  
 for divers other good Causes and Considerations  
 him thereunto especially moving, Hath given,  
 granted, aliened, enfeoffed and confirmed, and  
 by these Presents doth give, &c. unto the said  
*B. M.* his Heirs and Assigns, *All* that Capital  
 Messuage or Dwelling-house, with a Barn, Stable,  
 Garden, Orchard, and several Closets of Meadow  
 and Pasture thereto adjoining and belonging,  
 commonly called by the Names of, &c. All  
 which said Premises are situate, lying and being  
 in, &c. and were formerly in the Tenure or Oc-  
 cupation of, &c. or his Assigns, and now in the  
 Tenure or Occupation of the said *L. M.* his As-  
 signs or Under-Tenants: And also all Out-houses,  
 Cellars, Buildings, Barns, Stables, Courtyards,  
 Gar-

Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Leasows, Feedings, Trees, Woods, Under-Woods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-courses, Easements, Profits, Commodities, Privileges, Advantages, Hereditaments and Appurtenances whatsoever to the said Capital Messuage, Clofes, Lands, Tenements, Hereditaments and Premisses above-mentioned, or to any Part or Parcel thereof belonging, or in any wise appertaining, or therewith commonly used, occupied or enjoyed, or accepted, reputed, taken or known, as Part or Parcel thereof; and all other the Lands, Tenements and Hereditaments of him the said *L. M.* situate, lying and being in the Parish of, &c. or elsewhere in the said County of, &c. whereof or wherein he is seized of any Estate of Inheritance; and the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premisses; and all the Estate, Right, Title, Interest, Benefit, Claim and Demand whatsoever of him the said *L. M.* of, in and to the same Premisses, and of, in and to every Part and Parcel thereof, with their and every of their Appurtenances; and also all Deeds, Evidences and Writings, touching and concerning the said Premisses only, or only any Part thereof, which he the said *L. M.* now hath in his Custody, or which he can or may come by without Suit in Law; together with true Copies of all other Deeds, Evidences and Writings, concerning the said Premisses only, or any Part thereof, amongst other Lands. The same Copies to be made and written at the Costs and Charges of the said *B. M.* his Heirs or Assigns, *To have and to hold* the said Capital Messuage, Lands, Tenements, Hereditaments and Premisses above-

above-mentioned to be granted and conveyed, with their and every of their Appurtenances, unto the said *B. M.* his Heirs and Assigns, To the only proper Use and Behoof of him the said *B. M.* his Heirs and Assigns for ever. And the said *L. M.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *B. M.* his Heirs and Assigns, That he the said *B. M.* his Heirs and Assigns, shall and may from henceforth for ever hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the said Capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *L. M.* his Heirs, Executors or Administrators, and of all and every other Person or Persons whatsoever: And that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified, of and from all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Leases, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, &c. by the said *L. M.* his Heirs, Executors or Administrators, or any other Person or Persons whatsoever claiming, or to claim, by, from or under him, them, or any or either of them. And the



said *L. M.* for himself, his Heirs, Executors and Administrators, doth also covenant and grant to and with the said *B. M.* his Heirs and Assigns, That he the said *B. M.* shall and will before the End of *Hillary* Term next ensuing the Date hereof, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *B. M.* his Heirs or Assigns, in due Form of Law acknowledge and levy in the Court of *Common-Pleas* at *Westminster*, before Her Majesty's Justices of the said Court, one Fine *Sur Conuizance de Droit come eeq, &c.* to be pursued with Proclamations, according to the Form of the Statute in that Case made and provided, unto the said *B. M.* and his Heirs, or to such other Person or Persons as he the said *B. M.* shall nominate and appoint to be Conusee or Conusees of the said Fine, either of the said Capital Messuage and Premises hereby granted alone, by it self, or together, with any other Lands, Tenements or Hereditaments, by such Name and Names, Quantities and Number of Messuages, Acres and Things, and other Certainties and Descriptions as shall be advised and thought fit. And it is hereby concluded and agreed upon by and between the said Parties to these Presents, That the said Fine in manner as aforesaid, or in any other manner to be levied; and also all other Fines and Assurances which shall be had or levied of the said Premises above-mentioned, either alone, by it self, or together, with any other Lands, Tenements or Hereditaments as aforesaid, shall be and enure, and shall be construed and adjudged to be and enure, as for and concerning the Capital Messuage and Premises aforesaid, To the only proper Use and Behoof of the said *B. M.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *In Witness, &c.* A

*A special Grant of an Annuity for Life.*

**T**His Indenture made, &c. Between Dame A. E. of, &c. Widow, Relict, and also Executrix of the last Will and Testament of Sir T. E. Baronet, deceased; of the one Part; and S. W. of, &c. of the other Part. *Wherein* the said Sir T. E. in and by his last Will and Testament in Writing, bearing Date, &c. did give unto the said S. W. one Annuity or yearly Rent-charge of 30 *l.* per Annum for and during the Term of his natural Life: And by his said Will did also give and Devise all his real Estate whatsoever unto the said Dame A. E. and made her sole Executrix thereof, as may appear. *And whereas* no particular Part of the said Sir T. E.'s Estate is charged with the said Annuity, so that the said S. W. hath no Remedy but in Equity to recover the same; (*And therefore* the said S. W. hath requested the said Dame A. E. to secure to him the said Annuity, which the said Dame A. E. hath agreed to do out of the Tenements after-mentioned, being her own Inheritance, so as the said S. W. will release the said Annuity given him by the said Sir T. E.'s said Will. *Now this Indenture witnesseth*, That the said Dame A. E. in Pursuance and full Performance of the said Agreement, and in Consideration also of the Sum of 5 *s.* of, &c. to her in Hand paid by the said S. W. the Receipt whereof is hereby acknowledged; the said Dame A. E. hath given, granted and confirmed, and by these Presents doth give &c. unto the said S. W. and his Assigns, one Annuity or yearly Rent-charge of 30 *l.* of, &c. to be received, taken, had, and to be issuing out of *All* that Messuage or Tenement called, &c.

situate, &c. and now or late in the Tenure or Occupation of &c. or his Assigns: And also out of all those Closes of, &c. And also out of all that Parcel of Arable Land or Pasture Ground, with its Appurtenances, containing, &c. situate, &c. with all and singular Hereditaments and Appurtenances thereunto belonging, or used, as Part or Parcel thereof: *To have and to hold* the said Annuity or yearly Rent-charge of 30 *l.* above-mentioned, and every Part and Parcel thereof, unto the said S. W. and his Assigns, for and during the natural Life of him the said S. W. payable and to be paid in and upon the 25th Day of *September* and the 25th Day of *March* yearly, by even and equal Portions: *And if it shall happen* the said Annuity or yearly Rent-charge of 30 *l.* or any Part thereof, to be behind and unpaid in Part or in all by the Space of 21 Days next after either of the said Days or Times for Payment thereof whereon the same should, or of Right ought to be paid as aforesaid; that then, and so often and at any Time thence-after, it shall and may be lawful to and for the said S. W. and his Assigns, into the said Premises, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until the said Annuity and the Arrears thereof (if any shall happen to be), together with all Costs and Charges thereabout, shall be fully paid and satisfied. *And the said Dame A. E.* for her self, her Heirs and Assigns, doth covenant and grant to and with the said S. W. his Executors, Administrators and Assigns, That she the said Dame A. E. her Heirs or Assigns, shall and will well and truly pay or cause to be paid



paid unto the said S. W. or his Assigns, the said Annuity or yearly Rent-charge of 30*l.* above-mentioned, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents. *And also*, That the said Messuages, Lands, Tenements and Hereditaments above-mentioned so to be charged or chargeable with the said Annuity or yearly Rent-charge hereby granted, shall from Time to Time be and continue overt and sufficient for the Payment of the said Annuity yearly during the Life of the said S. W. In Witness, &c.

*A Grant of an Annuity in Fee (after the Decease of the Grantor and his Wife) made to four Trustees for the Use and Benefit of several poor Persons; with Proviso, That the Trustees, on the Deaths of two of them, shall grant and assign over the Annuity to four others, &c.*

**T**His Indenture made, &c. Between T. C. of, &c. of the one Part; and R. H. of, &c. R. W. of, &c. E. F. of, &c. and D. E. of, &c. of the other Part; Witnesseth, That the said T. C. for and in Consideration of, &c. Hath given, granted and confirmed, and by these Presents doth fully, freely and absolutely give, &c. unto the said R. H. R. W. E. F. and D. E. their Heirs and Assigns for ever, one Annuity or yearly Rent-charge of 20*l.* of, &c. to be issuing, going, taken and payable out of *All* that Messuage, &c. All which said Premises are situate, lying and being in, &c. To have and to hold, receive, perceive, take and enjoy the said Annuity of 20*l.* of, &c. unto the said R. H. &c. their Heirs and Assigns for ever, payable and to be paid

In and upon the Feasts of, &c. by even and equal Portions; the first Payment thereof to begin and to be made in and upon the first of the said Feasts which shall next happen after the Deceases of them the said T. C. and S. his Wife: And if it shall happen the said Annuity, or yearly Rent-charge, or any Part thereof, to be behind and unpaid, in part or in all, by the Space of ten Days next after either of the said Feast-Days or Times of Payment thereof, in which the same should, or of Right ought to be paid as afore said; that then and so often, and from Time to Time from thenceforth, it shall and may be lawful to and for the said R. H. &c. and every of them, their and every of their Heirs and Assigns, into the said Messuage, Tenements, Lands, Hereditaments and Premises above-mentioned, or into any Part thereof, to enter and distrain, and the Distress and Distresses to lead, drive, carry away and impound, and in Pound to detain, until they and every of them of the said Annuity, and yearly Rent-charge, and of the Arrears thereof, and of every Part thereof, if any shall happen to be, shall be fully satisfied, contented, and paid. And the said T. C. for himself, his Heirs and Assigns, and for every of them, doth covenant and grant to and with the said R. H. &c. their Heirs and Assigns, and to and with every of them by these Presents, That the said Messuage, &c. and every Part and Parcel thereof, with the Appurtenances, shall and may from Time to Time, and at all Times, from and after the Decease of the Survivor of them the said T. C. and S. his Wife, for ever thenceafter be liable, overt and sufficient to and for the Distress and Distresses of the said R. H. &c. their Heirs and Assigns, to and for the satisfying of the said

said Annuity or yearly Rent-charge above-mentioned, according to the Purport of these Presents. And that the Heirs and Assigns of the said T. C. and every of them shall and will yearly and every Year from and immediately after the Decease of the Survivor of them the said T. C. and S. his Wife for ever thence after well and truly pay or cause to be paid to the said R. H. &c. their Heirs and Assigns, the said Annuity or Rent-charge above-mentioned at the Days and Times of Payment thereof aforesaid for that Purpose above expressed, according to the true Intent and Meaning of these Presents. *Provided* always, and it is hereby covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, their Heirs and Assigns; That the said Annuity or yearly Rent-charge from and after the Deceases of them the said T. C. and S. his Wife, yearly for ever thenceafter, shall be paid by the said R. H. &c. their Heirs and Assigns, to such and so many poor People as shall from Time to Time be inhabiting in, &c. aforesaid; and which shall want Relief and Maintenance, and shall be chargeable to the said Parish of, &c. in and upon the Feasts of, &c. or within twelve Days next after either of the said Feasts in such Manner as the said R. H. &c. or the greater Number of them shall think fit. *Provided* moreover, and it is further covenanted, granted, concluded and agreed by and between the said Parties to these Presents, their Heirs and Assigns, that the two Survivors of them the said R. H. &c. shall and will within three Months next after the Deceases of the two first of them the said R. H. &c. grant and assign over the said Annuity or yearly Rent-charge, with Power of Distresses therefore as aforesaid, to four others of the



the chiefest and ablest Persons of the Parish of, &c. their Heirs and Assigns; and after the Deceases of any two of them, then the two said surviving Persons shall and will grant and assign over the said Annuity or yearly Rent-charge, with Distresses therefore as aforesaid to four others, to the chiefest and ablest Persons that shall be inhabiting in, &c. aforesaid: And so from Time to Time, for ever hereafter, the like Grants and Assignments shall be made of the said Annuity or yearly Rent-charge and Distresses therefore as aforesaid; to the End and Purpose that the said Annuity or yearly Rent-charge may be the better disposed for the Purposes aforesaid. *In Witness, &c.*

*A Grant and Confirmation of an Advowson.*

**T**HIS Indenture made, &c. Between *W. S.* of, &c. of the one Part, and *J. W.* of, &c. of the other Part; *Witnesseth*, That the said *W. S.* for and in Consideration of, &c. to him in Hand paid by the said *J. W.* the Receipt whereof he doth hereby confess and acknowledge; and for divers others good Causes and Considerations him thereunto moving, hath granted, bargained and sold, aliened, remised, released and confirmed, and by these Presents doth grant, &c. unto the said *J. W.* All that the Advowson, Nomination, Presentation and Right of Patronage of the Parish Church of, &c. with all and singular its Rights, Members and Appurtenances: And also the Reversion and Reversions, &c. of the said Advowson, Nomination, Presentation and Right of Patronage of the said Church; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *W. S.* of, in and to the

the said Advowson and Premises, and also all Deeds, &c. together with true Copies of all other Deeds, &c. To have and to hold all and singular the said Advowson and Premises, and every Part thereof, unto the said J. W. his Heirs and Assigns, to the only proper Use and Behoof of the said J. W. his Heirs and Assigns for ever. And the said W. S. for him and his Heirs all and singular the said Advowson and Premises, and every Part thereof against him and his Heirs, and against all and every other Person and Persons whatsoever unto the said J. W. his Heirs and Assigns, shall and will warrant and for ever defend by these Presents. And the said W. S. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. W. his Heirs and Assigns, that he the said W. S. now is the true, rightful and lawful Owner of the said Advowson and Premises, and every Part thereof. And also, that he the said W. S. now is rightfully and lawfully seized of the said Advowson and Premises, and every Part thereof, as of Fee without any Manner of Condition, Mortgage, or any other Limitation, of any Manner of Use or Uses, to alter, change, charge or determine the same; and without any Reversion or Remainder thereof, or of any Part thereof, being in our Sovereign Lady the Queen's Majesty, her Heirs or Successors. And also, That he the said W. S. hath good Right, full Power, and lawful Authority in his own Right, to grant and convey the said Advowson and Premises, with the Appurtenances, unto the said J. W. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents. And also, That the said J. W. his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold,

hold, occupy, possess and enjoy the said Advowson and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *W. S.* his Heirs or Assigns, or of any other Person or Persons whatsoever. And that freed and discharged, &c. And further, That he the said *W. S.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Advowson and Premises, or any Part thereof, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *J. W.* his Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of the said Advowson, and all, and singular other the Premises above-mentioned, with the Appurtenances, unto the said *J. W.* his Heirs and Assigns, to the only proper Use and Behoof of the said *J. W.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *J. W.* his Heirs or Assigns, or his or their Council Learned in the Law shall be reasonably devised or advised and required. In Witness, &c.



*A Grant and Assignment of a Lease of Lands given by Will on Condition to pay an Annuity (forfeited on Non payment of the said Annuity) made to him next in Reversion.*

**T**His Indenture made, &c. Between T. B. of, &c. and S. his Wife, one of the Daughters of W. T. late of, &c. deceased, of the one Part, and J. N. of, &c. of the other Part: *Whereas* T. N. heretofore of, &c. by his Indenture of Lease bearing Date, &c. did for the Considerations therein mentioned, demise, grant and to Farm let, unto the said W. T. All that Messuage or Tenement, &c. situate, &c. To hold unto the said W. T. his Executors, Administrators and Assigns, for the Term of 99 Years, if M. S. of, &c. T. T. Son of the said W. T. and A. the then Wife of the said T. N. or any or either of them should so long live, At and under the yearly Rent of 8 l. of, &c. payable on certain Days and Times in the said Indenture of Lease mentioned, with a Clause of Re-entry on Non-payment of the Rent, as in and by the said recited Indenture of Lease may more fully and at large appear. *And whereas* the said M. S. and A. N. are now long since dead, and the said T. T. is only living: *And whereas* the said W. T. by his last Will and Testament in Writing bearing Date, &c. (amongst other Gifts and Devises therein contained) did give and bequeath unto the said T. T. All that the said Messuage or Tenement and Premises above-recited, for and during the Remainder of his Term and Interest therein, together with the said recited Indenture of Lease, upon Condition, that he did and should pay or cause to be paid unto the said S. B. the yearly Sum

Sum of 5 *l. per Annum*, during the Continuance of the said Lease; and that if he should refuse to do the same, then and in that Case the said *W. T.* gave unto her the said *S. B.* the said Messuage and Premises for the Remainder of the said Term, and of his said Will made and constituted *C.* the then Wife of the said *W. T.* Executrix, and shortly after died. *And whereas* the said *C.* him survived and duly proved the said Will, as by the Probate of the same Will appeareth. *And whereas* the said *T. T.* made Default in Payment of the said 5 *l. per Annum*, to the said *S.* by Reason whereof the said *S.* and the said *T. B.* her Husband became interess'd in and entitl'd unto the said Messuage or Tenement and Premises, with the Appurtenances, for and during all the rest and Residue of the said Term of 99 Years therein to come and unexpired. *And whereas* the Reversion in Fee of the said Premises is now by lawful Means come and descended unto and vested in the said *J. N.* Now *this Indenture witnesseth*, That the said *T. B.* and *S.* his Wife for and in Consideration of the Sum of, &c. to them or one of them, before the Sealing and Delivery of these Presents by the said *J. N.* well and truly paid, the Receipt whereof they the said *T. B.* and *S. B.* do hereby confess and acknowledge, *Have* granted, bargained, sold, released, assigned and set over, and by these Presents do grant, &c. as well the recited Indenture of Lease, as also all and singular the said Messuage or Tenement and Premises above-recited, with the Appurtenances; and all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Claim and Demand whatsoever of them the said *T. B.* and *S.* his Wife, and either of them, of, in and to the said Messuage and Premises, and of, in and to every

every Part and Parcel thereof, by Vertue of the said recited Indenture of Lease, and the said last Will and Testament of the said *W. T.* or by any other Ways or Means whatsoever: *To have and to hold* the said Messuage or Tenement and Premises above-mentioned, and every Part and Parcel thereof, with their Appurtenances, unto the said *J. N.* his Heirs and Assigns for ever. And the said *T. B.* for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said *J. N.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, That he the said *J. N.* his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, during the Residue of the said Term of 99 Years, determinable as aforesaid, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage or Tenement and Premises above-mentioned, without any the Let, Suit, Trouble, Molestation, Eviction, Ejection or Denial of him the said *T. B.* or the said *S.* his Wife, or any other Person or Persons, claiming by, from or under him, them, or any or either of them. *In Witness, &c.*

*A special Grant or Feoffment of a Manor from a Father and Son, with Variety of Covenants.*

**T**His Indenture made, &c. Between *R. B.* the elder of, &c. *R. B.* the younger (Son and Heir Apparent of the said *R. B.* the elder) of, &c. and *M.* his Wife of the one Part; and *S. A.* of, &c. of the other Part; *Witnesseth*, That the said *R. B.* the elder, *R. B.* the younger, and *M.* his Wife, for and in Consideration of the Sum of, &c. to them the said *R. B.* the elder, and *R. B.* the



the younger, or one of them, in Hand paid by the said *S. A.* the Receipt whereof they the said *R. B.* the elder, and *R. B.* the younger do hereby acknowledge; they the said *R. B.* the elder, *R. B.* the younger, and *M. B.* Have granted, bargained and sold, aliened, enfeoffed and confirmed, and by these Presents do, and every and either of them doth grant, &c. unto the said *S. A.* his Heirs and Assigns for ever, All that the Manor and Capital Messuage, or Dwelling-house of, &c. situate, &c. and all Houses, &c. Royalties, &c. and the Reversion, &c. and also all the Estate, &c. To have and to hold the said Capital Messuage, Manor, Hereditaments, and all and singular the Premises hereby granted and conveyed, or mentioned, or intended to be granted and conveyed, with their and every of their Appurtenances, unto the said *S. A.* his Heirs and Assigns, to the only proper Use and Behoof of the said *S. A.* his Heirs and Assigns for ever. And the said *R. B.* the elder, and his Heirs, the said Capital Messuage, Manor, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *S. A.* his Heirs and Assigns, in Manner and Form aforesaid, against him the said *R. B.* the elder, his Heirs and Assigns, and against all and every Person and Persons, lawfully claiming or to claim, from, by or under him, them or any of them (except as is hereinafter excepted) shall and will warrant and for ever defend by these Premises. And the said *R. B.* the younger, and his Heirs, the said Capital Messuage, Manor, Hereditaments and Premises above-mentioned, with their and every of their Appurtenances, unto the said *S. A.* his Heirs and Assigns, against him the said *R. B.* the younger, his Heirs and Assigns, and against the said *M.*

his

his Wife, and all and every Person and Persons lawfully claiming or to claim from, by or under him, them or any, or either of them, shall and will warrant and for ever defend by these Presents. And the said R. B. the elder, for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said S. A. his Heirs and Assigns, that the said Capital Messuage, Manor, Hereditaments and Premises above-mentioned, and every Part thereof, shall from henceforth for ever hereafter remain, continue and be unto the said S. A. his Heirs and Assigns, free and clear, and freely and clearly acquitted and discharged, or otherwise by him the said R. B. the elder, his Heirs, Executors or Administrators, well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Mortgages, Leases, Estates, Statutes, Judgments, Executions, and of and from all other Charges, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by the said R. B. the elder, or any other Person or Persons whatsoever, lawfully claiming or to claim, by from or under him, them, or any or either of them, Except one Indenture bearing Date, &c. made and granted by him the said R. B. the elder to, &c. by Way of Mortgage for securing 2000 l. and Interest. And also one other Indenture bearing Date, &c. purporting a Reversion of the Inheritance of the said Capital Messuage, Manor and Premises from the said R. B. the elder, to the said R. B. the younger. And the said R. B. the younger for himself, his Heirs and Assigns, doth covenant and grant to and with the said S. A. his Heirs and Assigns, by these Presents, That for and notwithstanding any Act, Mar-

ter or Thing whatsoever, had, made, committed, done or suffered by him the said *R. B.* the younger to the contrary, they the said *R. B.* the elder, and *R. B.* the younger, or one of them, now are and stand, or one of them is and standeth lawfully and rightfully seized of and in the said Capital Messuage, Manor, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with their and every of their Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any Manner of Condition, Limitation of Use and Uses, or other Matter, Cause or Thing whatsoever, to alter, change, charge or determine the same. *And* that for and notwithstanding any such Act, Matter or Thing aforesaid, they the said *R. B.* the elder, and *R. B.* the younger, have, or one of them hath good Right, full Power, and lawful Authority, to grant, bargain, sell and convey the said Capital Messuage, Manor, Hereditaments and Premises above-mentioned, with the Appurtenances, unto the said *S. A.* his Heirs and Assigns, to the only proper Use and Behoof of the said *S. A.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also*, that he the said *S. A.* his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Capital Messuage, Manor, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *R. B.* the younger, his Heirs or Assigns, and of all and every other Person or Persons whatsoever. *And* that freed and discharged, or otherwise well and



and sufficiently saved and kept harmless and indemnified of, and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered by the said *R. B.* the younger, or any other Person or Persons whatsoever, claiming or to claim, by from or under him, them, or any or either of them, *Except* the Estates and Interests, in the Schedule hereunto annexed, mentioned. *And further*, the said *R. B.* the younger for himself, his Heirs and Assigns, doth covenant and grant to and with the said *S. A.* his Heirs and Assigns, that he the said *R. B.* the younger, and *M.* his Wife, and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Capital Messuage, Manor and Premises above-mentioned, or any Part or Parcel thereof, by, from or under him, them, or any or either of them, shall and will at any Time hereafter, during the Space of seven Years next ensuing the Date hereof, upon the reasonable Request, and at the Costs and Charges of him the said *S. A.* his Heirs or Assigns, make, do, acknowledge, execute and suffer, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, for the further better and more perfect granting, conveying and assuring of all

and singular the said Capital Messuage, Manor and Premisses above-mentioned unto the said *S. A.* his Heirs and Assigns for ever, *Be* it by Fine or Fines, Recovery or Recoveries, Deed or Deeds, inrolled or not inrolled, Release or Confirmation, or otherwise howsoever, as by the said *S. A.* his Heirs or Assigns, or his or their Council Learned in the Law, shall be reasonably devised, and advised and required, so as for the making and perfecting of such further Assurance and Assurances, the Parties thereunto be not compelled or compellable to travel from the Place or Places of his or their respective Abode: *All* which further Assurance and Assurances, Conveyance and Conveyances, so or in any other Manner to be had, made, executed and suffered of the said Premisses, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, and are hereby declared to be and enure, to the only proper Use and Behoof of the said *S. A.* his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever. *And lastly*, the said *R. B.* the elder, *R. B.* the younger, and *M.* his Wife, have, and either of them hath constituted and appointed, and in their Stead and Place put, and by these Presents do, and either of them doth constitute and appoint, and in their Stead and Place, put their trusty and well-beloved Friends *T. N.* of, *&c.* and *J. L.* of, *&c.* their true and lawful Attornies, jointly and severally for them, and in their Names, into the said Capital Messuage, Manor and Premisses above-mentioned, or into some Part thereof, in the Name of the Whole to enter, and Possession and Seizin thereof, or of some Part thereof, in the Name of the Whole, for them and in their Names to take, and after such Possession

session and Seizin thereof so had and taken, the same to deliver over unto the said S. A. or to his certain Attorney in that behalf lawfully authorized, *To hold* unto the said S. A. his Heirs and Assigns, according to the Purport, true Intent and Meaning of these Presents; hereby ratifying, confirming and allowing all and whatsoever their said Attornies jointly, or either of them severally, shall do in the Premises. *In Witness, &c.*

### Releases, &c.

#### *A Special Release of an Annuity.*

**T***His Indenture made, &c. Between S. W. of, &c. of the one Part, and Dame A. E. of, &c. Widow, Relict and also Executrix of the last Will and Testament of Sir T. E. late of, &c. Bart. deceased, of the other Part; Whereas the said Sir T. E. in and by his last Will and Testament in Writing bearing Date, &c. did give unto the said S. W. one Annuity or yearly Rent-charge of 30 l. per Annum, for and during the Term of his natural Life, and by his said Will did also give and devise all his real Estate whatsoever, unto the said Dame A. E. whom he made sole Executrix thereof, as may appear. Now this Indenture witnesseth, that the said S. W. for and in Consideration that the said A. E. hath by Indenture, dated the Day before the Day hereof, granted to the said S. W. during his Life, one Annuity or yearly Rent-charge of 30 l. per Annum, to be issuing and payable out of several Messuages, Lands, Tenements and Hereditaments in, &c. being her own Inheritance, with Power and Liberty for him and his Assigns to enter and*



distrain for Non-payment thereof; and in Consideration also of the Sum of, 5 s. of, &c. to him the said S. W. in Hand paid by the said Dame A. E. the Receipt whereof the said S. W. doth hereby confels and acknowledge, he the said S. W. Hath remised and released, and by these Presents doth for himself, his Executors, Administrators and Assigns, fully, freely and absolutely remise and release unto the said Dame A. E. her Heirs and Assigns, the said Annuity or yearly Sum of 30 l. so to him given and devised as aforesaid in and by the said Will of the said Sir T. E. and also all the Right, Title, Interest, Claim and Demand whatsoever, both in Law or Equity of him the said S. W. in and to the same Annuity, and to every Part thereof. And the said S. W. for himself, his Executors and Administrators, doth covenant and grant to and with the said Dame A. E. her Heirs or Assigns, that he the said S. W. hath not at any Time before the Execution of these Presents assigned, made over, or any Ways incumbered the said Annuity, hereby released and discharged, or any Part thereof. *In Witness, &c.*

*A Release from the Widow of a Man dying intestate of all her Right and Interest in the Intestate's Personal Estate made to the Administrator, in Consideration of a Lease of a House, and Grant of Goods, &c.*

**N**ow all Men by these Presents, That I M. J. Widow and Relict of I. J. late of, &c. Esq; deceased, for and in Consideration of a Lease and Grant of the Dwelling-house, &c. whereof the said I. J. died possessed; and of a Bargain and Sale of all the Goods that were remaining in the said House at the Time of his said Death,

Death, agreed to be made to me the said *M. J.* by *A. J.* Administrator of all the Goods, Chattels and Personal Estate of the said *I. J.* my late Husband, in and by two several Indentures bearing Date, &c. and for divers other good Causes and Considerations me the said *M. J.* thereunto especially moving, *Have* remised, released and quit claimed, and by these Presents do for me, my Executors and Administrators, remise, release and for ever quit claim unto the said *A. J.* all my Right, Title, Interest, Share, Dividend or Proportion, which I now have, or shall or may hereafter claim or challenge of, in or out of all or any of the Personal Estate of the said *I. J.* either by Force or Vertue of the Statute for settling Intestates Estates, or by Force of any Custom, or by any other Ways or Means whatsoever; and all Actions, Suits, Controversies and Demands touching and concerning the same. *In Witness,* &c.

*A Release of Dower, with a Proviso that it shall not extend to release an Annuity, and Right to a House given to the Wife, during her Life, by the last Will and Testament of the Husband.*

**T**His Indenture made, &c. Between *H. M.* Raliēt and late Wite of *P. M.* late of, &c. of the one Part, and *P. M.* of, &c. of the other Part; *Witneseth*, That the said *H. M.* in Pursuance and Part of Performance of the last Will and Testament of the said *P. M.* the elder, her late Husband, deceased; and in Consideration of *ss.* of, &c. to her in Hand paid by the said *P. M.* the younger, the Receipt whereof the said *H. M.* doth hereby confess and acknowledge she the said *H. M.* *have* remised, released, and

for ever quit claimed, and by these Presents doth remise, &c. unto the said P. M. (in his actual Possession and Seizin now being) and to his Heirs and Assigns for ever, *All* and all Manner of Dower, Right and Title of Dower, and all other Right, Estate, Title, Interest and Demand, which she the said H. M. by any Ways or Means whatsoever now hath, may, might or of Right ought to have or claim into and out of *All* and every or any the Messuages, Clofes, Grounds Lands and Hereditaments, late of the said P. M. deceased; and also in, to and out of the Reversion, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; so that neither she the said H. M. nor any other Person or Persons for her, or in her Name, or claiming by, from or under her, shall or will at any Time or Times hereafter, by any Ways or Means whatsoever, have, claim, challenge, demand or prosecute any Manner of Dower, Right, Title, Writ, or Action of Dower, or any other Estate, Right, Title or Interest, in, to or out of the said Premises, or any Part or Parcel thereof; but of and from all Dower, Right, Title, Writ and Action of Dower, and of and from all other Estate, Right, Title and Interest into and out of the said Premises, and every Part thereof, she the said H. M. and all claiming, by, from or under her, shall be utterly excluded and barred for ever by these Presents. *Provided* always, and it is agreed between the said Parties to these Presents, that nothing herein contained shall extend, or be construed, expounded or taken to extend to release, impeach, or in any Manner discharge or prejudice one Annuity of ~~50~~ *Annua*, given to the said



said *H. M.* for her Life, in and by the last Will and Testament of the said *P. M.* her late Husband, deceased, and charged on and issuing and payable out of the said Premises ; not to release, impeach or in any Manner discharge or prejudice the Power thereby given and granted of distraining for the said Annuity, but the said *H. M.* shall and may have, receive, take, sue for and recover the same annually, by all Ways and Means whatsoever, as fully and freely to all Intents and Purposes whatsoever, as if these Presents had not been made, any thing herein contained to the contrary notwithstanding. *Provided* also, and it is agreed between the said Parties to these Presents, that nothing herein contained shall extend or be construed, expounded or taken to extend to release, impeach, or in any Manner discharge or prejudice such Right and Title, which the said *H. M.* hath or may claim in and to the Capital Messuage or Tenement at, &c. and the Garden and Orchard thereto belonging, by Vertue of the last Will and Testament of the said *P. M.* But the said *H. M.* shall and may hold and enjoy the same Messuage, Garden and Orchard for and during the Term of her natural Life, according to the Purport and true Meaning of the said Will, any Thing herein contained to the contrary thereof in any wise notwithstanding.

*In Witness, &c.*

*A Release of a Proviso in a Mortgage to Trustees, made by Way of Indorsement as a Security for a further Sum due to the Mortgagee for Interest, &c. hereby made Principal Money.*

**T**O all People to whom these Presents shall come, Greeting: *Whereas* the within named *W. P.* having failed in Payment not only of the Principal Money of 1000 *l.* secured by the within written Indenture, but also of all Interest due for the same ever since the Date of the within written Indenture; and the said *W. P.* stands also indebted to the within named *J. P.* in the further Sum of 50 *l.* more; so that upon an Account now made up between the said *W. P.* and the within named *J. P.* of and concerning the Interest of the said 1000 *l.* and also the said 50 *l.* there remains justly due and owing from the said *W. P.* to the said *J. P.* the Sum of 190 *l.* And the said *W. P.* having not Monies to pay the same, hath requested the said *J. P.* that the said 190 *l.* may be added to the said Sum of 1000 *l.* within secured and made Principal, whereto the said *J. P.* hath consented. *Know ye* therefore by these Presents, that the said *W. P.* in Consideration thereof, and for the better securing the Payment as well of the said 190 *l.* as of the said 1000 *l.* with Interest for both the said Sums; and in Consideration also of the further Sum of 5 *s.* of, &c. to him in Hand paid by the within named *R. T. R. H.* and *J. H.* the Receipt whereof he doth hereby acknowledge, he the said *W. P.* hath remised and released, and by these Presents doth remise, &c. unto the said *R. T. R. H.* and *J. H.* and their Heirs, the Proviso or Condition in the within written Indenture contained,

tained, and all Benefit and Equity of Redemption, by Vertue or Colour thereof, or otherwise howsoever; and also all Covenants, Clauses and Agreements in the said Indenture contained, on the Part and Behalf of the said *R. T. R. H.* and *J. H.* to be observed and performed. *Provided* always, and it is agreed by and between the said Parties to these Presents, that if the said *W. P.* his Heirs or Assigns, do and shall, well and truly pay or cause to be paid unto the said *R. T. R. H.* and *J. H.* their Executors, Administrators or Assigns, the full Sum of 1219 *l.* 15 *s.* of, &c. in and upon, &c. next coming to and for the only proper Use and Benefit of the said *J. P.* and *M.* his Wife, according to the Purport and true Meaning of their Marriage-Articles in the within written Indenture mentioned, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, that then and at any Time thenceafter, they the said *R. T. R. H.* and *J. H.* their Heirs and Assigns, shall and will at the Request, Costs and Charges of the said *W. P.* his Heirs and Assigns, re-convey or otherwise transfer, all and singular the Premises within mentioned, unto the said *W. P.* his Heirs or Assigns, or to whom he or they shall direct or appoint, so as the Person or Persons, who is or are to make such Conveyance or other Assurance, by Force of these Presents, be not compelled or compellable to travel or go, for the doing thereof from the Place or Places of his or their respective Habitation or Abode; nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Aets, any Thing in this present Writing or in the Deed within written contained to the contrary notwithstanding. *And* the said *W. P.* for



for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. T. R. H. and J. H. their Executors, Administrators and Assigns, that he the said W. P. his Heirs and Assigns, shall and will, well and truly pay or cause to be paid unto the said R. T. R. H. and J. H. their Executors, Administrators or Assigns, the said full Sum of 1219 l. 15 s. in and upon the said Day of, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, that the said R. T. R. H. and J. H. their Heirs and Assigns, shall and may from Time to Time, and at all Times after Default shall be made in Performance of the Proviso or Condition above-mentioned, for ever thenceafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises within mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. P. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. In Witness, &c.

*A Release of Lands held in Trust, by Vertue of a Will, to the Uses in the Will mentioned, which are, that the Lands be sold for the Benefit of the Wife and Children, &c.*

**T**His Indenture made, &c. Between W. Lord Bishop of, &c. and J. P. of, &c. of the one Part, and C. P. of, &c. Widow and Relict of H. P. of, &c. deceased, of the other Part: Whereas the said H. P. deceased, by his last Will and Testament, dated on or about, &c. did give and bequeath all his Messuages, Lands, Tenements and

and Hereditaments whatsoever in, &c. with the Appurtenances unto the said W. Lord Bishop of, &c. by the Name of, &c. and the said J. P. their Heirs and Assigns for ever; Upon Trust nevertheless, that the same should be sold as soon as conveniently might be, or in the mean Time mortgaged; and that the Monies which should be raised from the same, should be applied to the Uses following; (*viz.*) That they the said W. Lord Bishop of, &c. and J. P. should pay unto the said C. P. her Heirs or Assigns, during her Life, the yearly Sum of 50*l.* in Lieu of her Jointure; and should also maintain, educate and dispose of to Trades, Employments, or otherwise, all his Children; and also should pay and equally divide all the rest and Residue of his Estate amongst all his Children, Share and Share alike, in Manner as therein is mentioned, as in and by the said in Part recited Will (amongst other Things therein contained) may more fully and at large appear. Now this Indenture witnesseth, That the said W. Lord Bishop of, &c. and J. P. in Consideration of the Sum of 5*s.* of, &c. to them in Hand paid at and before the Ensealing and Delivery of these Presents, by the said C. P. well and truly paid, the Receipt whereof they the said W. Lord Bishop, and J. P. do hereby respectively acknowledge, and thereof do acquit and discharge the said C. P. her Executors, Administrators and Assigns, by these Presents; and for divers other good Causes and Considerations them the said Lord Bishop and J. P. hereunto more especially moving, have and either of them hath granted, released and confirmed, and by these Presents do, and either of them doth grant, &c. unto the said C. P. (in her actual Possession, &c.) All and singular the said Messuages, Lands, Tenements

ments and Hereditaments, with the Appurtenances, by the said recited Will bequeathed unto them the said *W.* Lord Bishop, and *J. P.* or either of them, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of them the said Lord Bishop, and *J. P.* or either of them, of, in or to the hereby granted Premisses, or any Part thereof; *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and all and singular the hereby granted Premisses, with their and every of their Appurtenances unto the said *C. P.* her Heirs and Assigns for ever. *In Trust* nevertheless, and to and for the several Uses, Intents and Purposes in the said in Part recited Will, devised, bequeathed, limited and declared, and to and for no other Use, Intent or Purpose whatsoever. *And* the said *W.* Lord Bishop of, &c. doth by these Presents, for himself, his Heirs, Executors and Administrators, covenant with the said *C. P.* her Executors, Administrators and Assigns, that he the said *W.* Lord Bishop hath not made, done, committed, executed or suffered, or caused or procured to be made, &c. any Act, Matter or Thing, whereby the Premisses, or any Part thereof, may be charged or incumbered, in Title, Charge Estate or otherwise howsoever. *And* the said *J. P.* &c. [*The like Covenant from J. P.*] *In Witness, &c.*



*A Release of Lands to Trustees upon Trust, to permit such Persons to enjoy the same, as the Relessor shall by his Will give, order or appoint, with the Clause in the Will ascertaining the same: And a Proviso, that the Relessor on paying 6d. to the Trustees, may make the Release void, &c.*

**T***His Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. and E. F. of, &c. of the other Part; Witnesses,* That for the better Performance of the last Will and Testament of the said *A. B.* and for divers other good Causes and Considerations him thereunto moving, he the said *A. B.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said *C. D.* and *E. F.* (in their actual Possession, &c.) and to their Heirs and Assigns, *All that Messuage, &c. and also all Houses, &c. and all Rents, &c. and the Reversion and Reversions, &c. To have and to hold* the said Messuage or Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances hereby granted and released; and the Rent, Reversions, Remainders and Services thereof unto the said *C. D.* and *E. F.* their Heirs and Assigns, to the only proper Use and Behoof of them the said *C. D.* and *E. F.* their Heirs and Assigns for ever: *Upon special Trust and Confidence* that they the said *C. D.* and *E. F.* their Heirs and Assigns, and the Survivors and Survivor of them shall and will dispose of the said Messuage or Tenement and Premises, as he the said *A. B.* by his last Will and Testament in Writing, shall give, devise, limit or appoint the same, at the Request, Costs and Charges of such Person or Persons respectively.

ly, to whom the said *A. B.* by his said last Will and Testament, shall so give, devise, limit or appoint the same. *Provided* always, and upon this Condition nevertheless, that if the said *A. B.* do and shall at any Time, during his Life, pay or tender to pay unto the said *C. D.* and *E. F.* or one of them, the Sum of Six Pence of, &c. with an Intent to make these Presents void, that then and from thenceforth these Presents, and every Grant, Matter, and Thing herein contained, shall cease, determine, and be utterly void, and of none Effect, to all Intents and Purposes whatsoever, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

*Whereas* I have by several Deeds indented bearing Date, &c. conveyed and assured to my loving Friends *C. D.* and *E. F.* and to their Heirs, ~~All~~ that Messuage, &c. upon special Trust and Confidence to dispose thereof, and to permit and suffer the same Messuage, and the Rents, Issues and Profits thereof, to be held and enjoyed by such Person and Persons, and for such Estates, Terms and Interests, as I the said *A. B.* by my last Will and Testament in Writing should devise, limit or appoint the same. Now my Will and Meaning is, that my Wife *H.* shall hold and enjoy the said Messuage or Tenement and Premises for and during the Term of her natural Life, and from and after her Decease I give and devise the Reversion and Inheritance thereof to my Son *M.* and the Heirs of his Body lawfully to be begotten for ever; and for Want of such Issue I give and devise the same to all my surviving Children, Sons and Daughters, and to their Heirs and Assigns for ever, equally between them, Share and Share alike, &c.

*A Release of Right and Title to Lands, from a younger Brother and Sister to an elder Brother, and his Release of Right and Title to Goods to them made on a Division of the Estate of the Father, in Consideration of certain Sums of Money in Lieu of Portions, with a Covenant to discover other Lands if they can find out any concealed, &c.*

**T**His Indenture made, &c. Between J. J. of, &c. and A. J. and M. J. of, &c. Brothers and Sisters of T. J. of, &c. of the one Part; and the said T. J. Son and Heir of T. J. late of, &c. of the other Part. *Whereas* the said T. J. in his Life-time, and at the Time of his Decease, was seized in his Demesne as of Fee-Simple, of and in *All* that Messuage, &c. and of and in divers other Lands, Tenements and Hereditaments within, &c. and of and in the Rents, Reversions and Services of all and singular the said Premises. *And whereas* the said J. J. A. J. and M. J. since the Death of the said T. J. have claimed and pretended to have some Right, Title and Interest of, in, to or out of the said several Messuages, Lands, Tenements and Hereditaments, or some Part or Parcel thereof. *Now this Indenture witnesseth,* That for and in Consideration of the Sum of 1000 l. of, &c. secured to be paid by the said T. J. Party to these Presents, to her the said M. J. and of the like Sum of 1000 l. of, &c. secured to be paid by the said T. J. Party to these Presents, to her the said A. J. both the said Sums of 1000 l. to be paid at the End of 5 Years next ensuing the Date of these Presents, with Interest for the Forbearance thereof in the mean time; and for the Sum of, &c. secu-

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red to be paid by the said T. J. to him the said J. J. within one Month next after the Expiration by Effluxion of Time of the Term of his Apprenticeship, and his being made a free Burgess of the City of, &c. aforesaid: Which said several Sums are for and in Lieu of several Provisions and Portions of them the said J. J. A. J. and M. J. And in Pursuance of an Agreement made by and between the Parties to these Presents, and every of them, of and concerning the Estate real and personal, late of the said T. J. deceased, and the Division, Distribution, and Settlement thereof, and every Part thereof, and for divers other good Causes and Considerations, the said J. J. and A. J. and M. J. have, and every of them hath granted, remised, released, and for ever quit claimed, and by these Presents do, and every of them doth grant, &c. to the said T. J. Party to these Presents, his Heirs and Assigns for ever, *All* their and every of their Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, to or out of the said several and respective Messuages, Lands, Tenements and Hereditaments before-mentioned, or any Part or Parts thereof; and of, ~~in~~ and to all and singular other the Messuages, Lands, Tenements and Hereditaments, whereof or wherein he the said T. J. the Father died seized of any Estate of Inheritance or Freehold; and of, in and to the Rents, Reversions, Remainders and Services thereof; and of all Deeds, Evidences and Writings, of or concerning the same, or any of them: *To have and to hold* all and singular the aforesaid Messuages, Tenements, Lands, Hereditaments and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances; and the Rents, Reversions, Remainders and Services thereof, and  
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of every Part and Parcel thereof, unto the said T. J. Party to these Presents, his Heirs and Assigns, *To* the only Use and Behoof of him the said T. J. Party to these Presents, his Heirs and Assigns for ever, *To be* holden of the Chief Lord or Lords of the Fee or Fees of the Premises by Rents and Services therefore due and of Right accustomed. *And* the said J. J. A. J. and M. J. and every of them, for themselves, their and every of their Heirs, Executors and Administrators, do, and every of them doth covenant and grant to and with the said T. J. Party to these Presents, his Heirs and Assigns, by these Presents, That the said T. J. his Heirs and Assigns, and his and their Farmers or Tenants, shall or lawfully may from Time to Time, and at all Times, for ever hereafter peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy the said several and respective Messuages, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances hereby granted, remised and released, or intended to be granted, &c. in Form aforesaid, and according to the true Meaning hereof, without any manner of Let, Suit, Trouble, Ejection, Ejection, Molestation, Interruption and Disturbance, Challenge, Claim, Denial or Demand, of or by the said J. J. A. J. and M. J. or any of them, their or any of their Heirs or Assigns, or any of them, or of or by any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any or either of them, or by their or any or either of their Act or Acts, Estate or Estates, Title, Means, Consent, Privy or Procurement; and that clearly freed and discharged, or saved harmless, of and from all former and other Bargains and Sales, Gifts, Grants, Leases,

Leases, Estates, Uses, Wills, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Executions, Extents, Mortgages, Debts, Annuities, Titles, Troubles, Charges and Incumbrances whatsoever had, made, committed, done, suffered or consented unto, or to be had, &c. by them the said J. J. A. J. and M. J. or any or either of them, their or any or either of their Heirs or Assigns, or any of them; or of or by any other Person or Persons claiming, or to claim, by, from or under them, or any of them; or by, from or under their, or any of their Act or Acts, Estate or Estates, Right or Title whatsoever. *And further*, That they the said J. J. A. J. and M. J. and such Husbands as the said A. J. and M. J. respectively shall hereafter happen to marry, and every of them, their and every of their Heirs, and all and every other Person and Persons lawfully having or claiming, or which shall or may lawfully have or claim, any manner of Estate, Right, Title or Interest, of, in or to the said Messuages, &c. or any Part or Parcel thereof, by, from or under them the said J. J. &c. or any of them, shall and will from Time to Time, and at all Times hereafter, on the reasonable Request, and at the proper Costs and Charges in the Law of the said T. J. Party to these Presents, his Heirs or Assigns, make, do, suffer, levy, execute and acknowledge, or cause to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Devise and Devises, Assurance and Assurances in the Law whatsoever, be it by Fine or otherwise, for the further, better, and more perfect granting, sure making, settling and conveying of the said Messuages, &c. with their and every of their Appurtenances, hereby intended to be remised

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or released unto the said T. J. his Heirs and Assigns for ever, in Manner and Form aforesaid, according to the true Intent and Meaning hereof, as by the said T. J. his Heirs or Assigns, or by his or their Council learned in the Law shall be in that Behalf reasonably devised, or advised and required. *And this Indenture further witnesseth,* That the said T. J. for the Considerations aforesaid, and in further Pursuance of the said Agreement, *butb* fully and absolutely renounced, relinquished and yielded up, and by these Presents doth fully, freely and absolutely renounce, &c. unto the said J. J. A. J. and M. J. not only all his Right and Benefit of having, obtaining, or suing forth Letters of Administration of the several Goods, Chattels, Rights and Credits, late of his said Father; but also all the Right, Title, Interest, Claim, Pretence or Demand whatsoever of him the said T. J. of, in or to all or every the Goods, Chattels, and personal Estate, late of his said Father, remaining and being in the House, &c. (saving and excepting one Silver Tankard, mark'd, &c. which by Agreement of all the said Parties is to be held and enjoyed by him the said T. J. Party to these Presents, as his own proper Goods and Chattels, and to his own proper Use.) *And* the said J. J. A. J. and M. J. for themselves, their Heirs, Executors and Administrators, do, and every of them doth, further jointly and severally grant, covenant, promise and agree to and with the said T. J. Party to these Presents, his Executors and Administrators, by these Presents, That he the said T. J. his Executors and Administrators, shall and lawfully may peaceably and quietly have, hold, receive and enjoy, to his own proper Use and Behoof, one Feather-Bed, &c. and all Furniture and Appurtenances

to the said Bed belonging and remaining in, &c. and all, &c. without any Let, Interruption and Denial by them the said J. J. &c. or any of them, or of or by any other Person or Persons whatsoever, from, by or under them, or any of them. *And further*, That if any Lands, Rents, Reversions or Services, late of the said T. J. deceased, be concealed, and not yet known nor discovered to him the said T. J. Party to these Presents, they the said J. J. &c. and every of them, shall and will, as much as in him or them lieth, upon every Request in that Behalf to be made, discover and make known the same, or so much thereof as they know, to him the said T. J. Party to these Presents, his Heirs or Assigns; and for the clearer Manifestation of the Truth thereof, shall and will, upon reasonable Request to them made by the said T. J. appear to, and answer *gratis*, any Bill or Bills of Equity to be exhibited against them, or any of them, for that End and Purpose. *In Witness*, &c.

*A Release and Confirmation of Lands.*

**T**His Indenture made, &c. Between J. D. of, &c. of the one Part; and T. E. of, &c. of the other Part. *Witnesseth*, That the said J. D. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. the Receipt whereof the said J. D. doth hereby confess and acknowledge; and for divers other good Causes and Considerations him thereunto moving, he the said J. D. hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely and absolutely, grant, &c. unto the said T. E. in his actual Possession now being, of the Close of Ground and Premises

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ses herein after mentioned, by Vertue of a Bargain and Sale to him thereof made for one whole Year, by Lienture bearing Date the Day next before the Day of the Date of these Presents; and by Force of the Statute for *Transferring of Uses into Possession*, and to his Heirs and Assigns for ever, *All* that Close, or Piece or Parcel of Ground, *&c.* situate, *&c.* and also all Trees, Woods, Underwoods, Ways, Waters, Water-courses, Commons, Profits, Commodities, Emoluments and Hereditaments whatsoever to the said Close of Ground above-mentioned belonging, or in any wise appertaining, or accepted, reputed, taken or known as Part, Parcel, or Member thereof; and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: *And* also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law of him the said *J. D.* of, in and to the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *And* also all Deeds, Evidences, and Writings, touching or concerning the said Premises above-mentioned only, or only any Part thereof; together with true Copies of all other Deeds, Evidences and Writings, which do concern the said Premises above-mentioned jointly with any other Lands, Tenements or Hereditaments, now in the Custody or Possession of him the said *J. D.* or which he can or may get or come by without Suit in Law: The same Copies to be made and written at the Request, Costs and Charges of the said *T. B.* his Heirs and Assigns; *To have and to hold* all and singular the said Premises above-mentioned, and every Part and Parcel



cel thereof, with the Appurtenances, unto the said T. E. his Heirs and Assigns, To the only proper Use and Behoof of the said T. E. his Heirs and Assigns for ever. And the said J. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said T. E. his Heirs and Assigns, That he the said J. D. now is true, lawful and rightful Owner of All and singular the said Close and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: And also, That he the said J. D. now is lawfully and rightfully seized in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee Simple, of and in all and singular the said Premises above-mentioned, with the Appurtenances, without any manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing to alter, change, charge or determine the same. And also, That he the said J. D. now hath good Right, full Power, and lawful Authority, in his own Right, to grant, bargain, sell and convey, All and singular the said Premises above-mentioned, with the Appurtenances, unto the said T. E. his Heirs and Assigns, To the only proper Use and Behoof of the said T. E. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. And also, That he the said T. E. his Heirs and Assigns, shall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Close and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. D. his Heirs or Assigns, and of all and every other Person or Persons whatsoever. And that freed  
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and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, &c. by the said J. D. or by, &c. deceased, or any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any or either of them. *And further,* That he the said J. D. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, or by, from or under the said, &c. deceased, or any or either of them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said T. E. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of *All* and singular the said Premises above-mentioned, with the Appurtenances, unto the said T. E. his Heirs and Assigns, *To* the only proper Use and Behoof of the said T. E. his Heirs and Assigns for ever, as by the said T. E. his Heirs or Assigns, or his  
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or their Council learned in the Law shall be reasonably devised, and advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, *&c.* of the said Premisses, by or between the said Parties to these Presents, or either of them, or by or between them, or either of them, and any other Person or Persons, either alone by it self, or jointly, with any other Lands, Tenements or Hereditaments, as for and concerning all and singular the said Premisses above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken to be and enure, *To* and for the only proper Use and behoof of the said T. E. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness,* &c.

*A R.* The said Premisses above-mentioned, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, *To* and for the only proper Use and behoof of the said T. E. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness,* &c.

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*A Release of a Messuage, &c. made from one who held it under a superior Lord, subject to a yearly Rent; with Habendum to the Releasee and his Heirs, To such Uses as he shall by Deed direct and appoint: To prevent the Wife's having Dower, without passing a Fine on a further Conveyance of the Premises.*

**T**HIS Indenture made, &c. Between T. R. of, &c. of the one Part, and L. M. of, &c. of the other Part: Witnesseth, That the said T. R. for and in Consideration of the Sum of, &c. to him in Hand paid by the said L. M. the Receipt whereof the said T. R. doth hereby confess and acknowledge; and for divers other good Causes and Considerations him thereunto in this Behalf especially moving, He the said T. R. hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these Presents doth fully, freely and absolutely grant, &c. unto the said L. M. (in his actual Possession now being, by Vertue of a Bargain and Sale to him thereof made for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, All that Messuage or Tenement, situate, &c. now in the Possession of, &c. And also all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or to or with the same, or any Part thereof, as Part, Parcel or Member thereof, used or enjoyed: (Which said Messuage or Tenement, and

and Premises, was by Indenture of Lease and Release bearing Date, &c. granted and conveyed by, &c. to the said T. R. his Heirs and Assigns for ever, under and subject to the yearly Rent of, &c. as by the said Conveyance may appear.) *And* also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. *And* also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said T. R. of, in and to the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *And* all Deeds, Evidences and Writings, touching or concerning the said Premises above-mentioned only, or only any Part thereof: *To have and to hold* the said Messuage or Tenement, and Premises, hereby granted and released, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said L. M. his Heirs and Assigns for ever, *To* such Uses, Intents and Purposes, as the said L. M. shall by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses, from Time to Time limit, direct or appoint; and for want of such Limitation, Direction or Appointment, *To* the only proper Use and Behoof of him the said L. M. his Heirs and Assigns for ever, to be holden of the Chief Lord and Lords of the Fee and Fees of the Premises, by the Rents and Services therefore due, and of Right accustomed, under and subject to the yearly Rent, Conditions and Agreements, reserved and contained in the Conveyance of the said Premises above-mentioned, made from the  
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said, &c. to the said T. R. and his Heirs. And the said T. R. for himself, his Heirs and Assigns, doth covenant and grant to and with the said L. M. his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing, by him the said T. R. done or committed to the contrary) he the said T. R. hath good Right, full Power, and lawful Authority, in his own Right to grant, bargain, sell and convey the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, unto the said L. M. his Heirs and Assigns, to the only proper Use and behoof of the said L. M. his Heirs and Assigns forever, according to the true Intent and Meaning of these Presents. And also, that he the said L. M. his Heirs and Assigns, shall and may from Time to Time, and at all Times from henceforth for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said T. R. his Heirs or Assigns, and of all and every other Person or Persons whatsoever, (except as is hereinafter excepted.) And that freed and discharged, or otherways well and sufficiently saved and kept harmless and indemnified of, and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant, and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed,



ted, done or suffered, or to be had, &c. by the said T. R. his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim, by, from or under him, them or any of them, except the Rents and Covenants reserved and contained in and by the said Conveyance from the said, &c. to the said T. R. which from henceforth on the Part and Behalf of the said T. R. shall grow due, and are and ought to be paid and performed; and also, except one Indenture bearing Date, &c. made of the said Premises by the said T. R. to one, &c. for the Term of 1000 Years defeasible on Payment of, &c. and Interest; the Remainder of which said Term is assigned to Persons in Trust for the said L. M. and his Heirs. *And further*, That he the said T. R. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage, or Tenement and Premises above-mentioned, or any Part or Parcel thereof, by, from or under him or them, shall and will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of him the said L. M. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said L. M. his Heirs and Assigns, To the only proper Use and Behoof of the said L. M. his Heirs and Assigns for ever, subject to the Rent, Conditions and Agreements, contained in the said Conveyance from the said,

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said &c. to the said T. R. as by the said L. M. his Heirs or Assigns or his or their Council learned in the Law shall be reasonably devised, advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, &c. by or between the said Parties to these Presents, or either of them, or by or between them or either of them, and any other Person or Persons, either alone by it self, or jointly with any other Lands, Tenements, or Hereditaments, *As for and concerning* the said Premises above-mentioned, with the Appurtenances, *Shall be* and enure, and shall be adjudged, esteemed and taken, *To be and enure*, to and for the only proper Use and Behoof of the said L. M. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Release and Conveyance of divers Lands made from several Persons, with Exceptions of Incumbrances, and Covenant to produce Writings for Justification of the Title, &c.*

**T**His Indenture Tripartite, made, &c. Between M. S. Widow, (Relict and late Wife of W. S. late of, &c. deceased) and R. S. of, &c. Brother and Heir of T. S. deceased, (who was eldest Son and Heir of the said W. S. and of the said

said M.) of the first Part; J. E. of, &c. Esq; Son and Heir of Sir G. E. Knt. deceased, of the second Part; and W. B. of, &c. Esq; of the third Part: *Witnesseth*, That the said M. S. and R. S. for and in Consideration of the Sum of 1000 l. of, &c. to them in Hand paid by the said W. B. the Receipt whereof they the said M. S. and R. S. do hereby confess and acknowledge: *And* the said J. E. in Consideration of the Sum of 500 l. of, &c. to him in Hand also paid by the said W. B. the Receipt whereof he doth hereby acknowledge; and for divers other good Causes and Considerations, they the said M. S. R. S. and J. E. in this Behalf especially moving, *Have*, and every and either of them *both* granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every of them doth grant, &c. unto the said W. B. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, *All* that Messuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now are or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the



the same, or as Part, Parcel, or Member thereof, or of any Part thereof, situate, lying and being in, &c. aforesaid: And also all that Close or Meadow commonly called, &c. containing by Estimation, &c. (be it more or less.) And also, &c. And also all that other Messuage or Tenement, with the Appurtenances, commonly called or known by the Name of, &c. situate, &c. And all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever unto the said Messuage or Tenement called, &c. belonging or in any wise appertaining, or which now or at any Time heretofore have been accepted, reputed, taken, known, used, occupied or enjoyed, to or with the same, or as Part, Parcel or Member thereof. And also all that Tost of Land, &c. with their and every of their Appurtenances. All which Premises are situate, lying and being in or near, &c. aforesaid, and some time were in the Tenure, Use, Occupation or Possession of, &c. his Assignee or Assigns, Under-Tenant or Under-Tenants. And also all that Close, &c. commonly called, &c. contained, formerly in the Possession of, &c. And also all and singular Houses, Out-houses, Edifices, Buildings, Gardens, Orchards, Backsides, Commons, Ways, Paths, Waters, Water-courses, Royalties, Woods, Underwoods and Trees, and the Ground and Soil of the same Woods, Underwoods and Trees, Profits, Commodities, Emoluments and Hereditaments whatsoever to the said Premises, or any Part thereof belonging, or in any wise appertaining. And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever of

them the said M. S. R. S. and J. E. or any or  
 either of them, situate, lying and being in, &c.  
 aforesaid, in the said County of &c. And also  
 the Reversion and Reversions, Remainder and  
 Remainders, Rents and Services, of all and sin-  
 gular the said Premises above-mentioned, and  
 of every Part and Parcel thereof, with the Ap-  
 purtenances. And also all the Estate, Right,  
 Title, Interest, Claim and Demand whatsoever  
 of them the said M. S. R. S. and J. E. of, in and  
 to all and singular the said Premises above-  
 mentioned, and of, in and to every Part and  
 Parcel thereof, with the Appurtenances. And  
 also all Deeds, Evidences and Writings touching  
 or concerning the said Premises only, or only  
 any Part thereof: Together with true Copies of  
 all other Deeds, Evidences and Writings, which  
 do concern the said Premises or any Part thereof  
 jointly with any other Lands or Tenements now  
 in the Custody or Possession of them the said  
 M. S. R. S. and J. E. or any or either of them,  
 or which they or any or either of them can or  
 may get or come by without Suit in Law: The  
 same Copies to be made and written at the Re-  
 quest, Costs and Charges of the said W. B. his  
 Heirs and Assigns: *To have and to hold* all and  
 singular the said Messuages, Lands, Tenements,  
 Hereditaments and Premises above-mentioned,  
 and every Part and Parcel thereof, with the Ap-  
 purtenances, unto the said W. B. his Heirs and  
 Assigns, *To the only proper Use and behoof* of  
 the said W. B. his Heirs and Assigns for ever.  
 And each of them the said M. S. and R. S. for  
 him and her self severally, and apart, and not  
 jointly, and for his and her several Heirs and  
 Assigns, doth severally and apart, and not jointly,  
 covenant and grant to and with the said W. B.

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his Heirs and Assigns, That they the said M. S. R. S. and J. E. are, or some or one of them now is, the true, rightful and lawful Owners or Owner of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, to be hereby granted and released, and of every Part and Parcel thereof, with the Appurtenances (except as is herein after excepted). And also that they the said M. S. R. S. and J. E. are, or some or one of them now is, lawfully and rightly seized of and in the said Premises above-mentioned, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any manner of Condition, Mortgage, Limitation of Use or Uses, or any other Molest, Cause or Thing whatsoever, whereby to alter, change, charge or determine the same (except as is herein after excepted). And also that they the said M. S. R. S. and J. E. have, or some or one of them now hath, good Right, full Power, and lawful Authority in their or one of their own Rights or Right, to grant and convey All and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, unto the said W. B. his Heirs and Assigns, To the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents (except as is herein after excepted). And also that the said W. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly enter into, have, hold, possess and enjoy, All and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-

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mentioned,



mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said M. S. R. S. and J. E. or any or either of them, their, or any or either of their Heirs or Assigns, or of any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or either of them, or by, from or under the said W. S. and T. S. deceased, or either of them (except as is herein after excepted). And that freed and discharged, or otherwise well and sufficiently saved and kept harmless, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, &c. by them the said M. S. R. S. and J. E. or either of them, their or either of their Heirs or Assigns, or any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any or either of them, or by, from or under the said W. S. and T. S. deceased, or either of them: Except one Indenture bearing Date, &c. made between the said W. S. of the one Part, and, &c. of the other Part, purporting a Lease to the said, &c. of the other Part of the said Premises hereby granted for the Term of 21 Years, under the yearly Rent of 20*l.* which Rent is intended to pass hereby. And also, Except one Indenture Tripartite, bearing Date, &c. made of

of Part of the said Premises by the said W. S. to one, &c. for the Term of 500 Years, defeasible on Payment of, &c. and Interest. *And also;* Except one other Indenture, bearing Date, &c. made by the said W. S. of other Parts of the said Premises, to, &c. for the Term of, &c. The Remainder of which said Terms are assigned to Persons in Trust for the said W. B. and his Heirs. *And* the said J. E. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. B. his Heirs and Assigns, That he the said W. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said J. E. his Heirs and Assigns, and of all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them, or by, from or under the said Sir G. E. deceased. *And* each of them the said M. S. R. S. and J. E. for him, her and themselves severally and apart, and not jointly, and for his, her and their several Heirs and Assigns, *Doth* further severally and apart, and not jointly, covenant and grant to and with the said W. B. his Heirs and Assigns, That they the said M. S. R. S. and J. E. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, or any Part thereof, by, from or under them, or either of them, (except before excepted) shall and

will at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said W. B. his Heirs or Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said W. B. his Heirs and Assigns, *To* the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; as by the said W. B. his Heirs or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *And* it is hereby further agreed and declared by and between the said Parties to these Presents, That all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. of the said Premises above-mentioned, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or any or either of them, or by or between them, or any or either of them, and any other Person or Persons, as for and concerning all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, *Shall be* and enure, and shall



shall be adjudged, esteemed and taken, To be and enure, to and for the only proper Use and Behoof of the said W. B. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *And lastly*, That they the said M. S. R. S. and J. E. their Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said W. B. his Heirs and Assigns, produce and shew forth the several Deeds and Writings relating to the Title of the said Premises, in the Schedule herunto annexed mentioned in any Court of Record, or other Place where he shall or may have Occasion for the same, for the Manifestation and Defence of his Title in and to the said Premises hereby granted. *In Witness, &c.*

**Assignments of Bonds, Statutes, Judgments, &c. and also of Leases for Years, and for Lives.**

*An Assignment of a Bond.*

**W**Hereas J. W. of, &c. and W. B. of, &c. in and by one Bond or Obligation bearing Date, &c. became jointly and severally bound to J. M. of, &c. in the penal Sum of, &c. conditioned for the Payment of, &c. and Interest at a Day long since past, as by the said Bond and Condition thereof may appear. *And whereas* the said J. W. and W. B. in and by one other Bond or Obligation bearing Date, &c. became likewise jointly and severally bound to the said J. M. in the penal Sum of, &c. conditioned for

the Payment of, &c. and Interest at a Day long since past, as thereby may also appear. *And whereas* there now remains due to the said J. M. for Principal and Interest on both the said Bonds, the Sum of, &c. *Now know all Men* by these Presents, That the said J. M. for and in Consideration of the said Sum of, &c. to him in Hand paid by T. E. of, &c. the Receipt whereof the said J. M. doth hereby acknowledge; he the said J. M. hath assigned and set over, and by these Presents doth assign and set over unto the said T. E. both the said recited Bonds or Obligations, and the Moneys thereby due and owing, and all his Right and Interest of, in and to the same. *And* the said J. M. for the Considerations aforesaid, *hath* made, ordained, constituted and appointed, and by these Presents doth make, &c. the said T. E. his Executors and Administrators, his true and lawful Attorney and Attornies, irrevocable for him and in his Name, and in the Name and Names of his Executors and Administrators, but for the sole and proper Use and Benefit of the said T. E. his Executors, Administrators and Assigns, to ask, require, demand and receive of the said Obligors and either of them, their Heirs, Executors and Administrators, the Monies due on the said Bonds, and for Non-payment thereof, them and either of them, their and either of their Heirs, Executors and Administrators, to sue for recover and receive the same, and on Payment thereof to deliver up and cancel the said Bonds, and give sufficient Releases and discharges therefore, and one or more Attorney or Attornies under him to constitute, and whatsoever his Attorney shall lawfully do in the Premises the said J. M. doth hereby allow and confirm. *And* the said J. M. doth covenant with the

the said T. E. that he the said J. M. hath nor nor will receive the said Monies due on the said Bonds, or any Part thereof, neither shall or will release or discharge the same, or any Part thereof, but will own and allow of all lawful Proceedings for Recovery thereof, he the said T. E. hereby agreeing to save the said J. M. harmless from any Costs that may happen to him thereby. *In Witness, &c.*

*An Assignment of a Bond in Trust for the Uses of Marriage Articles.*

**T**His Indenture Quadrupartite made, &c. Between M. H. of, &c. of the first Part, J. E. of, &c. of the second Part, E. H. of, &c. and R. his Wife of the third Part, and C. W. of, &c. and L. H. of, &c. of the fourth Part: *Whereas* the said M. H. in and by one Bond or Obligation bearing Date, &c. became bound unto the said C. W. in the penal Sum of, &c. conditioned for the Payment of, &c. with usual Interest unto the said C. W. in and upon the Day, &c. next ensuing the Date thereof, to be applied and disposed to, for and upon such Ends, Intents, Trusts and Purposes as were agreed and declared in and by certain Articles of Agreement bearing Date, &c. then last past, and made between the said E. H. of the one Part, and the said C. W. and L. H. of the other Part. *And whereas* R. M. of, &c. since deceased, together with the said J. E. in and by one Bond or Obligation bearing Date, &c. became bound unto the said M. H. in the penal Sum of, &c. conditioned to be void on Payment by the said R. M. and J. E. of the Sum of, &c. with Interest on, &c. then next coming, as in and by the said Obligation and the Condition thereof, may more fully appear. *And where-*



whereas the said M. H. hath in and by one Indenture bearing Date the Day next before the Day of the Date hereof granted to the said C. W. by Way of Mortgage, Messuage, Tenement and Lands in the said County of, &c. for securing of, &c. and Interest towards discharging, and in Part of Payment of the said first recited Bond. Now this Indenture witnesseth, That the said M. H. for the Payment and Satisfaction of, &c. being the Residue yet remaining unpaid of the said, &c. and in full Discharge of the said first recited Bond, and in Consideration also of the Sum of 5*l*. of, &c. to her in Hand by the said C. W. and L. H. well and truly paid, the Receipt whereof is hereby acknowledged she the said M. H. hath assigned and set over, and by these Presents doth, &c. unto the said C. W. and L. H. their Executors, Administrators and Assigns, the said last recited Bond or Obligation entred into by the said R. M. and J. E. to the said M. H. as aforesaid, and the Monies thereby secured; and all his Right and Interest in and to the same; and the said M. H. for the Considerations aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth, &c. the said C. W. and L. H. their Executors and Administrators, her true and lawful Attorney and Attornies irrevocable, for her and in her Name, and in the Name or Names of her Executors and Administrators, but upon the Trusts, and for the Ends, Intents and Purposes in the said Articles mentioned, to ask, require, demand and receive of the said J. E. his Executors and Administrators, and the Executors and Administrators of the said R. M. the Monies secured by the said hereby assigned Bond, and for Non-payment thereof or of any Part thereof, the said Obligors and

and, either of them, their and either of their Heirs, Executors and Administrators to sue for and recover and receive the same and on Payment thereof to deliver up and cancel the said Bond, and to give sufficient Releases and Discharges therefore, and one or more Attorney or Attornies under them to constitute, and whatsoever her said Attorney or Attornies, shall lawfully do in the Premises, she the said *M. H.* doth hereby allow and confirm: All which Monies when received shall and ought to be laid out, applied and disposed to and for such Uses, Intents, Trusts and Purposes, as are agreed and declared by and in the said before-mentioned Articles. And the said *M. H.* doth hereby for her self, her Executors and Administrators, covenant with the said *C. W.* and *L. H.* their Executors, Administrators and Assigns, That she hath nor nor will receive the said Moneys, secured by the said hereby assigned Bond, or any Part thereof, neither hath released or discharged, or will release or discharge the same, or any Part thereof, or any Action or Suit to be brought for Recovery thereof; but shall and will own and allow of all lawful Proceedings for Recovery thereof, they the said *C. W.* and *L. H.* saving harmless the said *M. H.* from all Costs that may happen to her thereby. *In Witness, &c.*

*An Assignment of a Bond to perform Covenants.*

**T**His Indenture made, &c. Between *R. P.* of, &c. of the one Part; and *W. B.* of, &c. of the other Part. Whereas *J. S.* of, &c. by his Writing Obligatory under his Hand and Seal, bearing Date, &c. which was in the Year of our Lord, &c. became and yet standeth bound to the

the said R. P. in the penal Sum of 500*l.* with Condition thereunder written, for the observing, performing, fulfilling and keeping by him the said J. S. his Heirs, Executors, Administrators and Assigns, of all and singular the Covenants, Conditions, Clauses, Articles and Agreements, comprized in one Indenture of Lease bearing even Date with the same Obligation, (in the same Condition mentioned to be made between the said J. S. of the one Parr, and the said R. P. of the other Part) which on the Part and Behalf of him the said J. S. his Heirs, Executors, Administrators and Assigns, or any of them, were or ought to be observed, performed, fulfilled and kept, according to the true Intent and Meaning of the same Indenture in the said recited Condition mentioned, as in and by the said recited Obligation, and the Condition thereof, more fully and at large it doth and may appear. *And whereas* the said R. P. hath, by Indenture bearing Date, &c. for the Considerations therein mentioned, granted, bargained, sold, assigned and set over unto the said W. B. *All* his Estate, Right, Title, Interest, Term of Years to come, of and in all and singular the Tenements and Premises demised and granted to him the said R. P. in and by the said Indenture of Lease in the said recited Condition mentioned, together with the same Indenture. *Now this Indenture witnesseth*, That the said R. P. for the Considerations in the said recited Indenture of Assignment specified, and for other good Considerations, *Hath* made, authorized, constituted and appointed, and by these Presents doth make, &c. and in his Place and Stead put the said W. B. his true and lawful Attorney irrevocable, in the Name of the said R. P. but to the only Use of the said W. B. his Executors



tors and Administrators, to ask, demand, levy, recover and receive, of and from the said *J. S.* his Heirs, Executors or Administrators, the Penalty of the said recited Obligation, (if the same shall at any Time hereafter become forfeited) giving and hereby granting unto the said Attorney full Power and lawful Authority, the said *J. S.* his Heirs, Executors and Administrators, and his and their Goods and Chattels, to plaint, sue, arrest, attach, declare, implead, imprison, cause to be condemned, and out of Prison to deliver, Letters of Acquittance, and other sufficient Discharges, in his Name to make, seal and deliver, and Attornies one or more under him to substitute, and the same at his Pleasure to revoke: And further, to conclude and make Composition and Agreement touching the Premises, and generally to do and execute all and every such other Act and Acts, Thing and Things, as shall be needful or necessary to be done in or about the Premises, and that as effectually in every Respect, as the said *R. P.* might or could have done if he were in Person. And whatsoever lawful Actions, Suits, Process and Proceedings that shall be hereafter commenced, sued or prosecuted by the said *W. B.* his Executors, Administrators or Assigns, against the said *J. S.* his Heirs, Executors or Administrators, touching the Premises, he the said *R. P.* doth promise to allow, maintain, justify and confirm by these Presents, without releasing or discharging of the said *J. S.* his Heirs, Executors or Assigns, of the said recited Obligation, or of any Suit, Process or Proceedings to be brought or commenced thereupon. And the said *R. P.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *W. B.* his Executors and Administrators,

by

by these Presents, That he the said R. P. hath not already released the said Obligation, nor will hereafter release the same, or any Action or Suit to be thereupon brought or commenced. And that he the said W. B. his Executors, Administrators and Assigns, shall and lawfully may, at his and their own Costs and Charges in the Law, from Time to Time sue for, levy, recover, receive and enjoy, to his and their own Use, all and every Sum and Sums of Money, Benefit and Advantage whatsoever, which shall or may be gotten by Force and Virtue of the said recited Obligation, or any Composition thereupon in the Name of the said R. P. his Executors or Administrators. And the said W. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. P. his Executors, Administrators and Assigns, by these Presents, That he the said W. B. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save and keep harmless the said R. P. his Executors and Administrators, of and from all and all manner of Actions, Suits, Costs and Expences, which shall or may arise unto or betwixt him or them, by Means of any Suit to be brought or commenced for or upon the said recited Obligation. In Witness, &c.

*An Assignment of a Bond and Judgment.*

**T**His Indenture made, &c. Between F. L. of, &c. of the one Part; and A. D. of, &c. of the other Part. Whereas by one Obligation, or Writing Obligatory, bearing Date, &c. Sir P. T. since deceased, and Sir A. D. since also deceased, became bound unto the said F. L. in the Sum

of 1000 *l.* of, &c. with Condition thereunder written, for Payment of 500 *l.* on the next ensuing the Date of the said Obligation, as by the said Obligation and Condition thereof, Relation being thereunto had, may appear. *And whereas* the said *F. L.* did in *Trinity Term*, in the Year of our Lord, &c. recover by Judgment in the Court of *Common-Pleas* against the said *Sir P. T.* the Sum of 1000 *l.* Debt, and 80 Shillings for Damages, as by the Record thereof remaining in the said Court may appear. *Now this Indenture witnesseth*, That the said *F. L.* for and in Consideration of a competent Sum of Money to him in Hand paid by the said *A. D.* or before the Sealing and Delivery of this present Indenture, the Receipt whereof the said *F. L.* doth hereby acknowledge; Hath granted, transferred, assigned and set over, and by these Presents doth grant, &c. unto the said *A. D.* his Executors, Administrators and Assigns, as well the said Obligation or Writing Obligatory, as also the said Judgment, and all the Benefit, Sum and Sums of Money, &c. that may be obtained or gotten by Reason or Means of the said Obligation and Judgment, or either of them, or of any other Judgment had or obtained, or to be had, sued, or obtained, by the said *F. L.* against the said *Sir P. T.* or the Heirs, Executors or Administrators of the said *T. P.* *And further*, The said *F. L.* doth by these Presents make, ordain, constitute, authorize and appoint the said *A. D.* his true and lawful Attorney irrevocable, in his Name, Place and stead, to sue and prosecute upon the said Judgment; and to procure any further Judgment on Judgment, Execution or Executions against the Heirs, Executors or Administrators of the said *Sir P. T.* for this said Sum



of Money in the said Obligation mentioned; and upon Satisfaction given, or any other End, Composition or Agreement made of or concerning the Premises, to acknowledge Satisfaction, or to make and execute any other Release or Discharge for the same. *And* also to do all and every other Act and Acts, Thing and Things whatsoever, which shall be requisite and necessary to be done in or about the Premises, as fully as the said F. L. might or could do the same, being personally present at the doing thereof. *And* the said F. L. for himself, his Executors and Administrators, and every of them, doth covenant, promise and grant, to and with the said A. D. his Executors and Administrators, and every of them, by these Presents, That he the said F. L. his Executors and Administrators, and every of them, shall and will justify, allow, ratify, and confirm, all and whatsoever the said A. D. his Executors or Administrators, shall lawfully do or cause to be done in or about the Premises; and that neither he the said F. L. his Executors nor Administrators, nor any of them, will revoke or make void this Letter of Attorney, nor any Authority hereby given to the said A. D. his Executors or Administrators; nor shall hereafter sue for or meddle with the said Debt or Judgment further or otherwise than as the said A. D. his Executors or Administrators, shall direct or advise. *And* the said A. D. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said F. L. his Executors and Administrators, by these Presents, That he the said A. D. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnify the said F. L. his Executors and



unpaid & Upon which the said J. B. hath agreed and consented, That the said Sir C. K. shall have and receive to his own Use, the full Benefit and Advantage of all the personal Estate of the said M. K. and A. K. which is yet in his Hands, or standing out unreceived from the respective Persons from whom the same is due; and for that End, the said J. B. hath, with the Consent of the said Dame J. T. signified by her joining herein, and signing and sealing hereof, delivered to the said Sir C. K. and Dame J. T. or one of them, all the Writings in his Custody relating to the Estates of the said Sir C. K. J. K. M. K. and A. K. And hath likewise delivered to the said Dame J. T. the several Securities in the first Schedule hereto annexed, relating to the personal Estates of the said G. K. and M. K. And hath also delivered to the said Sir C. K. the several Securities in the second Schedule hereunto annexed mentioned, relating to the personal Estates of the said M. K. and A. K. belonging, or either of them, which are in his Hands. And hath also agreed to authorize and empower the said Sir C. K. to sue for, recover and receive, all such Debts and other Things as are due and belonging to their or either of their Estates; saving only as is herein after excepted. *Witnesseth now this Indenture*, That the said J. B. as well in Obedience to the said Decretal Order, as in Pursuance of the said Agreement; and for the better enabling the said Sir C. K. to sue for, recover and receive, the said Debts and Estates; and in Consideration of the Sum of *5 s. of, &c.* to him in Hand now paid by the said Sir C. K. before the Ensealing and Delivery hereof; the Receipt whereof he doth hereby acknowledge: *Hath* bargained, sold, assigned and set over, and by these



these Presents doth bargain, &c. unto the said Sir C. K. the several Debts in the said second Schedule hereunto annexed expressed, and all other the Debts due and owing to the Estates of the said M. K. and A. K. or either of them, and all and every Bonds, Mortgages and Securities, Terms of Years, Interests and Estates, concerning or relating to, or taken for the same: *To have and to hold* the same, and every of them, to the said Sir C. K. his Executors, Administrators and Assigns, as fully to all Intents and Purposes, as the said J. B. his Executors or Administrators, might, could or ought, *To hold, receive, enjoy or take* the same, by Vertue of the said Will of the said A. K. or otherwise, saving only the Sum of, &c. remaining due from, &c. upon Mortgage of Lands in, &c. which Debt and Mortgage the said J. B. is by Agreement to retain in his Hands, and receive to his own Use, having allowed the same to the said Sir C. K. out of the Money above-mentioned, to be paid by him to the said J. B. *And this Indenture further witnesseth*, That the said J. B. for the Considerations aforesaid, *Hath* made, constituted and appointed, and by these Presents doth make, &c. the said Sir C. K. his Executors and Administrators, his true and lawful Attorney and Attornies irrevocable, in the Name of the said J. B. but for the sole Use and Benefit of the said Sir C. K. his Executors and Administrators, *To ask, require, demand and receive*, of and from the several Persons in the said second Schedule hereto annexed mentioned, *All* Debts and Sums of Money due or owing to the said M. and A. K. or either of them, or to the said J. B. as Executor as aforesaid: *And* likewise to ask, require, demand and receive, of and from all other Person

and Persons whatsoever, (except as aforesaid) all such Debts, Duties, Sum and Sums of Money, Rents, and Arrearages of Rent, Goods, Chattels, and other Things whatsoever, which now are due, or shall be owing and belonging to the several Estates of the said M. and A. K. deceased, or either of them, or whereto they or either of them, or to the said J. B. as their Executor, have or hath any Right unto, or Interest in; and in Default of Payment thereof, or of any Part thereof, or on Refusal or Neglect to deliver any Goods or Chattels belonging to them as aforesaid, in the Name of the said J. B. but for the sole Use and Benefit of him the said Sir C. K. his Executors and Administrators, by all lawful Ways and Means in Law or Equity to sue for, recover and receive the same; and on Receipt thereof, or any Part thereof, to give Releases, Acquittances, or other Discharges for the same; and one or more Attorney or Attornies under him to make and constitute, and the same at Pleasure to revoke, and generally to act and do all Things necessary and expedient in and about the Premises, ratifying, allowing, and hereby confirming, all and whatsoever his said Attorney or Attornies shall lawfully do, or cause to be done in the Premises, by Vertue of these Presents. *And* the said J. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said Sir C. K. his Executors, and Administrators, That he the said J. B. hath not received, released or discharged, neither shall or will he, his Executors or Administrators, at any time hereafter, receive, release or discharge, any of the said Debts, Duties, Sum or Sums of Money whatsoever in the said second Schedule mentioned to be due and  
owing,

owing, or any other Debt or Debts whatsoever, which on the said Day of, &c. were due and belonging to the said M. and A. K. as aforesaid, or either of them: (Except the Sum of, &c. he received of, &c.) Neither shall or will without Consent of the said Sir C. K. release, discharge, or otherwise avoid, any Action, Suit or Prosecution, that shall be brought or prosecuted for them, or any of them; but shall and will consent to all Proceedings whatsoever that shall be brought in his Name for any Debts, Duties, or other Things due, owing or belonging to the said M. and A. K. or either of them. And the said Sir C. K. for himself, his Executors and Administrators, doth covenant and grant to and with the said J. B. his Heirs, Executors, Administrators and Assigns, That he the said Sir C. K. his Heirs, Executors and Administrators, shall and will at all Times hereafter save harmless and keep indemnified the said J. B. his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of and from all Costs, Charges, Damages and Expenses, which he or they shall sustain or be put unto, for or by reason of any Action or Suit that shall be brought in his Name for any of the Debts, Duties and other Things due, owing and belonging to the said M. and A. K. or either of them. And lastly, The said Dame J. T. doth hereby acknowledge to have received of the said J. B. the several Securities in the said first Schedule hereto annexed mentioned, relating to the Estates of the said J. K. and M. K. And he the said Sir C. K. doth hereby acknowledge to have received of the said J. B. the several Securities in the second Schedule hereunto annexed mentioned; and hath likewise received from him, all



the Writings in his Custody relating to the real Estates of the said Sir C. K. G. K. M. and A. K. and in Consideration thereof, they the said Sir C. K. and Dame J. T. do, and each of them doth acquit and discharge the said J. B. of and from the same, and every of them, and of and from all Actions, Suits and Demands whatsoever, which they or either of them may, can or ought to have, challenge, claim or demand against him, for or by reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World, to the Day next before the Day of the Date hereof, either in their own separate Capacities, or as the said Dame J. T. is Administratrix of the said G. K. her Uncle, and M. K. her Sister, deceased.

*In Witness, &c.*

*An Assignment of a Judgment.*

**T**His Indenture Tripartite, made, &c. Between E. B. of, &c. and J. his Wife, of the first Part; J. W. of, &c. of the second Part; and S. S. of, &c. of the third Part. Whereas heretofore (that is to say) in Easter Term, in the Year of the Reign, &c. the said J. by the Name of J. M. in his then Majesty's Court of Kings-Bench, Westminster, did obtain and recover against the said J. W. one Judgment for 400 l. Debt, besides Costs of Suit, as by the Records of the said Court may appear. And whereas since obtaining the said Judgment the said J. hath intermarried with the said E. B. and since that, (to wit) in Michaelmas Term last, they the said E. B. and J. his Wife, have caused the said Judgment to be revived by *Fieri fac*<sup>s</sup>, and thereupon Execution awarded for them the said E. B. and J. his Wife, against the said J. W. as by the Records of

of the said Court may also appear. *And where*  
*as* the said *J. W.* and the said *E. B.* have this  
 Day accounted together of and concerning the  
 Moneys due on the said Judgment, and the Interest  
 thereof, and Charges thereabout, upon which Ac-  
 count there remains due and owing to the said  
*E. B.* and *J.* his Wife, the full Sum of 200 *l.*  
*Now this Indenture witnesseth,* That the said *E. B.*  
 and *J.* his Wife, for and in Consideration of the  
 Sum of 200 *l.* of, &c. to them in Hand paid by  
 the said *S. S.* by and with the Consent and  
 Agreement of the said *J. W.* testified by his be-  
 ing a Party to, and signing and sealing of these  
 Presents; the Receipt whereof they the said *E. B.*  
 and *J.* his Wife do hereby acknowledge; which  
 said Sum of 200 *l.* is Parcel of, and comprehen-  
 ded in the Sum of 350 *l.* mentioned to be the  
 Consideration-Money of one Indenture, bearing  
 Date, &c. purporting a Mortgage made by the  
 said *J. W.* and others, to the said *S. S.* They  
 the said *E. B.* and *J.* his Wife, by and with the  
 Consent and Agreement of the said *J. W.* testi-  
 fied as aforesaid, *Have*, and either of them hath  
 assign'd and set over, and by these Presents do, &c.  
 fully, freely and absolutely, assign and set over  
 unto the said *S. S.* her Executors, Administrators  
 and Assigns, the said recited Judgment, and the  
 Moneys therein mentioned: *And* also all the  
 Estate, Right, Title, Interest, Benefit, Advantage,  
 Claim and Demand whatsoever of them the said  
*E. B.* and *J.* his Wife, in and to the same. *And*  
 the said *E. B.* and *J.* his Wife, for the Conside-  
 rations aforesaid, *Have* made, ordained, consti-  
 tuted, deputed and appointed, and by these Pre-  
 sents do, and either of them doth make, &c.  
 the said *S. S.* his Executors and Administrators,  
 to be their true and lawful Attorney and Attor-

nies irrevocable, giving unto them and either of them full Power and Authority in the Names of the said E. B. and J. his Wife, their Executors and Administrators, to sue forth, commence and prosecute, all and all manner of Suit and Prosecutions in Law or Equity, Executions and other Process whatsoever upon the said Judgment for and concerning the obtaining, getting, and receiving the Moneys therein mentioned, and thereby due and payable, and so take and receive the same Moneys, and the full Benefit and Advantage of all and all Manner of Executions, at any Time hereafter to be sued forth and prosecuted upon the said Judgment, To the only proper Use and Benefit of the said S. S. her Executors, Administrators and Assigns, without any Account to be therefore given or made to the said E. B. and J. his Wife, or either of them, their or either of their Executors or Administrators; and upon Receipt or Satisfaction of the Moneys due on the said recited Judgment, the said S. S. her Executors, Administrators or Assigns, are hereby authorized to give Discharges for the same, and to cause the said Judgment to be vacated and made void, and generally to do and perform all and every other Act and Acts, Thing and Things, necessary and expedient to be done for the obtaining, getting and receiving the Moneys due and payable by the said Judgment, as to the said S. S. her Executors, Administrators and Assigns, shall be thought expedient. And whatsoever the said S. S. her Executors, Administrators or Assigns, shall lawfully do or cause to be done in the Premises, the said E. B. and J. his Wife, their Executors, Administrators and Assigns, shall and will ratify, allow and confirm. And the said E. B.



for himself, his Executors and Administrators, doth covenant and grant to and with the said S. S. her Executors, Administrators and Assigns, That they the said E. B. and J. his Wife, or either of them, have not nor hath released, impeached, hindered, discharged or avoided; nor shall or will at any Time hereafter do or cause to be done any Act, Matter or Thing which may any ways release, impeach, discharge, hinder or avoid, the said recited Judgment, or any Writs, Executions, Process or Proceedings whatsoever, at any Time hereafter to be had and prosecuted thereon; nor shall or will revoke, alter or disannul these Presents, or any Power or Authority hereby given or granted without the Direction or Consent of the said S. S. her Executors, Administrators or Assigns, or some or one of them, first had and obtained in Writing: But shall and will avow and own all such lawful Writs, Executions, Process and Proceedings, as the said S. S. her Executors, Administrators and Assigns, or any other Person or Persons, by her or their Procurement or Direction, shall bring, commence, sue or prosecute, upon or by reason of the said recited Judgment. And the said J. W. for himself, his Executors and Administrators, doth covenant and grant to and with the said E. B. and J. his Wife, their Executors and Administrators, That he the said J. W. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently defend, save harmless and keep indemnified the said E. B. and J. his Wife, their Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of, from and against all Costs, Charges, Damages and Expences whatsoever, which they or either of them shall sustain

or be put unto for or by Reason or in Respect of any Writ or Writs, Suits or Prosecutions, either in Law or Equity, which shall at any Time or Times hereafter be had, sued out or prosecuted by the said S. S. her Executors or Administrators, or her or their Attorney or Attornies, upon or by Reason of the said recited Judgment, or by Vertue, Colour or Pretence of any Power or Authority hereby given, or herein contained. And the said E. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said S. S. her Executors, Administrators and Assigns, that he the said E. B. his Executors and Administrators shall and will from Time to Time, and at all Times hereafter save harmless, and keep indemnified the said S. S. her Executors and Administrators, and her and their Goods and Chattels, Lands and Tenements of and from all Actions, Suits, Costs, Damages and Expences, which have been or shall be sued or prosecuted by R. M. Esq; or any claiming under him, by Vertue or Means of the said Judgment, or the Money thereby secured or payable. In Witness, &c.

*An Assignment of a Judgment after another Manner.*

**T**His Indenture Tripartite, made, &c. Between A. K. of, &c. and J. C. of, &c. Executors of the last Will and Testament of I. K. deceased, of the first Part, J. W. and R. P. of, &c. of the second Part, and R. B. of, &c. of the third Part; Whereas the said I. K. deceased in his Life-time, (that is to say) in Easter Term, in the Year of the Reign, &c. did in Her Majesty's Court of Queen's Bench at Westminster obtain and recover against E. G. Esq; the several Judgments follow-

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ing, for the Recovery of the several Sums of Money hereinafter expressed, (that is to say) one Judgment for two hundred Pounds Debr, besides Costs of Suit, one Judgment for, &c. as by the Records of the said Court of *Queen's-Bench* may more fully appear. *And whereas* the said I. K. before any Execution executed on either of the said Judgments, and before any Part of the said several Debts were paid, died, having first before his Death made his Will, and the said A. K. and J. C. Executors thereof: *And* the said J. W. and R. P. being bail for him the said E. G. in the said three several Actions above-mentioned, whereon the three several Judgments aforesaid are obtained. *And* they the said A. K. and J. C. having proved the said J. K's Will, did in due Form of Law sue forth three several *Sci' Fac'* against the said J. W. and R. P. as Bail for the said E. G. for them to shew Cause why the said A. K. and J. C. should not have several Executions against them for the several Debts and Damages recovered by the said Judgments, whereupon such Proceedings were had in the said Court, that in *Michaelmas* Term, in the Year of the Reign, &c. the said A. K. and J. C. obtained and recovered against the said J. W. and R. P. three several Judgments, that they should have Executions against them for the several Debts and Damages aforesaid. *Now this Indenture witnesseth*, That the said A. K. and J. C. for and in Consideration of the Sum of, &c. to them in Hand paid by the said R. B. the Receipt whereof the said A. K. and J. C. do hereby acknowledge, which said Sum of, &c. is as well the Consideration of these Presents, as of one other Indenture bearing equal Date herewith, had and made between the said A. K. and J. C. of the one Part, and the said

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R. B.



R. B. and one P. S. and J. L. of the other Part, and for divers other good Causes and Considerations them the said A. K. and J. C. in this Behalf especially moving, *Have* and either of them hath assigned and set over, and by these Presents do and either of them doth fully, freely and absolutely assign and set over unto the said R. B. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof for ever, the said several Judgments above-recited, and the Debt, Duty and Damages therein contained, and all and every the Execution and Executions, Benefit, Estate and Interest that may be had, obtained or gotten by Reason of the said several Judgments, or any or either of them, or any Execution or Executions, sued out or to be sued out on them, or any or either of them. *And* the said A. K. and J. C. do by these Presents make, ordain, constitute and appoint the said R. B. his Executors, Administrators and Assigns, and every of them, the true, lawful and irrevocable Attorney and Attornies of them the said A. K. and J. C. their Executors and Administrators, for them, and either of them, and in their and either of their Name and Names, and in the Name and Names of their and either of their Executors and Administrators, but to the only Use, Benefit and Behoof of the said R. B. his Executors, Administrators and Assigns, to ask, levy, recover and receive of and from the Executors and Administrators of the said E. G. And also of and from the said J. W. and R. P. their Executors and Administrators, the said several Sums of Money in the said several Judgments above-recited contained, and every Part thereof; and also to sue Executions upon the said Judgments or any of them; and also the said A. K.

and

and J. C. for themselves, their Executors and Administrators, do by these Presents give Power and Authority to the said R. B. his Executors, Administrators and Assigns, for and in the Name and Names of them the said A. K. and J. C. their Executors and Administrators, to do, cause or procure to be done, *all* and every Act and Acts Thing and Things necessary or expedient to be done, for, in or about the suing out Execution upon the said Judgments, or any of them, or for touching or concerning the obtaining, recovering or receiving of the Debt, Duty and Damages therein contained, and every or any Part thereof, in as large, ample and beneficial Manner and Form as the same may be done in or by Law, *And* the said A. K. and J. C. for themselves jointly and severally, and for their several Executors and Administrators, do jointly and severally covenant and grant to and with the said R. B. his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) that they the said A. K. and J. C. their Executors and Administrators, and every of them, shall and will from Time to Time, and at all Times hereafter, without any Let or Interruption, suffer the said Letter of Attorney, and the Power or Authority given or limited by these Presents, to stand and continue in full Force and Effect, without any Revocation or disannulling thereof, either directly or indirectly. *And* also that they the said A. K. and J. C. or either of them, or any other Person or Persons by their or either of their Means, Consent or Procurement, have not, nor hath at any Time heretofore done or assented unto: And that they or either of them, their or either of their Executors or Administrators or any other by their or either of their Means, Consent

Consent or Procurement shall not, nor will at any Time or Times hereafter without the Consent and Agreement of the said R. B. his Executors, Administrators or Assigns, first had and obtained in Writing, under his or their Hands and Seals, do or consent unto any A&t, Matter or Thing whatsoever, whereby or by Reason whereof the said several Judgments, or any of them, or the Debts therein contained, or any Part thereof, or any Execution, Suit, Benefit, Estate or Interest, that is, shall or may be had or sued upon or by Reason of the same Judgments, or any or either of them in any wise is, shall or may be made, void, released, barred, discharged, hindered or incumbered. *And also*, that he the said R. B. his Executors, Administrators and Assigns, shall or may by Force of these Presents lawfully ask, levy, recover, receive and enjoy the said several Sums of Money above-mentioned, and every Part thereof to his and their own proper Use and Behoof, without the Let or Interruption of the said A. K. and J. C. or either of them, their or either of their Executors, Administrators or Assigns, and without any Account or other Thing of or for the same, or any Part thereof to be yielded or demanded to or by them, or any or either of them. *And also*, That all Suits, Extents and Executions, Estates and Interest to be had, prosecuted or obtained upon or by Reason of the said Judgments, or any or either of them shall and may be had, taken and enjoyed to and by the said R. B. his Executors, Administrators and Assigns, to his and their own proper Use, Benefit and Behoof, notwithstanding any A&t or Thing by them the said A. K. and J. C. or either of them, their or either of their Executors or Administrators. *And also*, that he the said R. B. his



his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, at his and their Will and Pleasure, and at his and their Costs and Charges in the Law have, take and sue out all and all Manner of lawful Actions, Suits, Writs, Processes, Executions, Petitions and Demands whatsoever, by and upon the said several Judgments, or any or either of them, in the Name or Names of them the said A. K. and J. C. their Executors and Administrators, against all and every Person and Persons whatsoever, chargeable or to be charged by Force of the said Judgments, or any of them in any Manner whatsoever. *And also*, That they the said A. K. and J. C. their Executors and Administrators, and every of them, shall and will at all Times hereafter, at the like Costs and Charges of the said R. B. his Executors and Administrators, allow, justify and own all and every such Action, Suits, Writs, Processes, Executions and Demands whatsoever, which the said R. B. his Executors, Administrators and Assigns, or any of them at any Time hereafter, shall have and take out in the Name or Names of them the said A. K. and J. C. their Executors and Administrators, or any of them, by, upon or by Reason of the said Judgments or either of them, without non-suing, disavowing, discontinuing, withdrawing or discharging of the same, or any of them, unless the same be, by and with the special Consent and Agreement of the said R. B. his Executors or Administrators in that Behalf first had and obtained in Writing, under his or their Hand and Seal, or Hands and Seals. *And further*, That the said A. K. and J. C. their Executors and Administrators, upon every reasonable Request, and at the Costs and Charges in the Law

Law of the said R. B. his Executors, Administrators or Assigns, shall and will make unto him and them such other further good and sufficient Letter or Letters of Attorney, Assurance and Assurances, as he or they or his or their Council shall think fit and convenient for or touching the said Judgments or either of them, or any Thing that shall or may be had or obtained by Reason or Means thereof, or of any Extent or Execution thereupon to be sued. *And* the said R. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. K. and J. C. their Executors and Administrators, that he the said R. B. shall and will at all Times hereafter well and sufficiently save harmless and keep indemnified the said A. K. and J. C. their Executors and Administrators of, from and against all such Costs, Charges, Losses, Expences and Damages, as they or either of them shall or may sustain, lose or be put unto for or by Reason of any Act, Process or Proceedings that the said R. B. shall do or cause to be done in the Names of the said A. K. and J. C. or either of them, by Vertue of these Presents, or by Vertue of any Power or Authority hereby given. *And* the said R. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said R. P. his Executors and Administrators, that neither he the said R. B. his Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, by, his, their or any of their Means, Consent, Privity or Procurement, shall not nor will not at any Time hereafter, sue out any Execution or Executions upon the said Judgments or either of them against the said R. P. his Executors or Administrators, or his or their Goods and Char-

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rels,

cells, Lands or Tenements, or any Ways sue, disturb, molest or trouble the said R. P. his Heirs, Executors or Administrators for touching or concerning the said Judgments above-recited, or any of them, or the Debts and Damages thereby due and payable, or any Part or Parcel thereof. *In Witness, &c.*

*An Assignment of a Statute.*

**T**HE Indenture Quadrupartite, made, &c. Between P. T. of, &c. Spinister, Sole Sister of E. late Wife of E. S. Esq; deceased, which said E. and P. were the Sisters and Coheirs of Sir R. T. late of, &c. Bart. deceased of the first Part, Sir J. W. of, &c. Bart. and R. T. of, &c. Esq; of the second Part, W. L. of, &c. Esq; and T. M. of, &c. Esq; of the third Part, and W. G. of, &c. Esq; of the fourth Part: Whereas M. K. and J. M. both of, &c. Merchants Taylors in and by one Recognizance in the Nature of a Statute Staple bearing Date, &c. taken and acknowledged before Sir E. H. Knt. then Chief-Justice of the Court of Common-Pleas at Westminster, are and stand bound unto T. B. Citizen and Merchant-Taylor of London, in the Sum of 2000 l. of, &c. And whereas in and by one Indenture Tripartite, bearing Date, &c. and made or mentioned to be made between the said T. B. of the first Part, the said M. K. and J. M. of the second Part, and the said Sir R. T. of the third Part, reciting as therein is recited and mentioned for securing the Sum of, &c. unto him the said Sir R. T. his Executors, Administrators and Assigns, with Interest for the same, he the said T. B. by and with the Consent and Directions of the said M. K. and J. M. testified by their being Parties



ties thereunto, and signing and sealing thereof, did grant, transfer, assign and set over unto the said Sir R. T. his Executors, Administrators and Assigns, as well the said Recognizance as also all the Benefit, Commodity, Advantage, Sum and Sums of Money that might lawfully be gotten or obtained by Reason or Means thereof, as in and by the said recited Indenture, relation being thereunto had, may more fully and at large appear. *And whereas* also, by certain Indentures of Leases and Releases, the Lease bearing Date, &c. and the Release bearing Date, &c. and one of the said Leases and Releases made or mentioned to be made between the said Sir R. T. M. K. and J. M. of the one Part, and the said Sir J. W. and R. T. of the other Part, and the other of the said Leases and Releases made or mentioned to be made between the said Sir R. T. and M. K. of the one Part, and the said Sir J. W. and R. T. of the other Part, they the said R. T. M. K. and R. M. did convey to the said Sir J. W. and R. T. their Heirs and Assigns, the several Manors, Lands, Tenements and Hereditaments in the said several Indentures of Leases and Releases, particularly mentioned, for securing the prime Sum of, &c. unto the said Sir J. W. and R. T. their Executors, Administrators or Assigns, with Interest for the same. *And whereas* in and by one other Indenture Tripartite, bearing Date, &c. and made between the said Sir R. T. of the first Part, the said M. K. and J. M. of the second Part, and the said Sir J. W. and R. T. of the third Part, reciting therein in Effect, as is herein before recited, he the said Sir R. T. by and with the Consent and Directions of the said M. K. and J. M. testified by their being made Parties to and signing and sealing of the last recited Indenture, did grant,

grant, bargain, transfer, assign, and set over unto the said Sir J. W. and R. T. as well the said Recognizance as also the said Tripartite Indenture, whereby the said Recognizance is granted, transferred, assigned and set over unto the said Sir R. T. and all the Benefit, Commodity, Advantage, Sum and Sums of Money that might lawfully be gotten or obtained by Reason or Means thereof, as in and by the said last recited Indenture may more fully and at large appear. *And whereas* the Names of the said Sir J. W. and R. T. were used in the said last recited Indenture only as Persons in Trust for the said Sir R. T. and his Heirs, and the said recited Statute was assigned to them likewise on the same Trust. *And whereas* the said Sir R. T. is since dead, but first before his Death made his last Will and Testament in Writing, and did thereby devise all his Estate of Inheritance in the County of, &c. and elsewhere unto the said T. M. and W. L. and their Heirs, in Trust for the said E. Wife of the said E. L. and the said P. T. and their Heirs. *And whereas* in and by certain Indentures of Lease and Release bearing Date, &c. the Release being Quinquartite, and made between the said P. T. of the first Part, the said W. L. and T. M. of the second Part, the said Sir J. W. and R. T. of the third Part, the said A. S. and A. his Wife of the fourth Part, and the said W. G. of the fifth Part, they the said P. T. T. M. W. L. Sir J. W. and R. T. in Pursuance of the Trust in them reposed as aforesaid, Have granted and conveyed unto the said W. G. and his Heirs, the Manor or Lordship of, &c. and all Lands and Tenements thereunto belonging, as in and by the said last recited Indenture of Lease and Release may appear. *Now this Indenture witnesseth, that*

the said Sir J. W. and R. T. in pursuance and Performance of the Trust in them reposed by the said Sir R. T. as aforesaid, at the Instance and Request and by the Direction and Appointment as well of the said P. T. as of the said W. L. and T. M. (testified by their being made Parties to and signing and sealing of these Presents), Have and either of them hath assigned and set over, and by these Presents do and either of them doth assign, &c. unto the said W. G. his Executors, Administrators and Assigns, the said recited Recognizance or Statute Staple, and the Monies therein mentioned and thereby due and payable; and all their Estate, Right and Interest therein and thereunto; and all the Benefit, and Advantage that may be lawfully had, obtained or gotten for or by Reason or Means thereof. *In Witnesses, &c.*

*A Covenant to be added in Assignments of Judgments, Statutes, &c. made to two Persons on Purchases (next after the Covenant not to prosecute the Judgments, &c. until molested in the Possession of the Estate purchased, &c.) that the Judgments and Statutes shall continue in force only for the Defence of the Title, and that they are to remain in a third Persons Hands, and be to produce them when there may be occasion, &c.*

**P**ROvided always, and it is agreed by and between the said S. B. and J. C. severally, and their several Heirs, Executors and Administrators, and hereby so declared, that the said several Judgments, Statutes and Recognizances above-recited, and hereby assigned, shall remain in full Force, and be only made use of for the Protection and Defence of each of their Titles



to, and Interest in the Manors, Lands and Premises, by each of them purchased as aforesaid; and that no Proceedings shall be had, prosecuted or executed thereupon, but such as shall be for the sole Use of each of them the said S. B. and J. C. severally to reimburse such Damages as shall be sustained by each of them respectively in regard of their being damnified by the Non-enjoyment quietly of the Manors and Lands by each of them purchased as aforesaid. *And further*, that the said several Judgments, Statutes and Recognizances hereby assigned, or any or either of them shall not be vacated or discharged without the joint Consent of each of them, his and their Heirs severally first had and obtained in Writing under their Hands and Seals. *And whereas* the said several Statutes and Recognizances, and the several Assignments of them, and the Assignments of the several Judgments above-recited now are and are intended to remain in the Custody and Possession of the said S. B. he the said S. B. for himself, his Executors, and Administrators, doth hereby covenant and grant to and with the said J. C. his Executors, Administrators and Assigns, that he the said S. B. his Executors or Administrators, shall and will upon the Request, Costs and Charges of the said J. C. his Executors, Administrators and Assigns, from Time to Time produce and shew forth the said several recited Statutes and Recognizances, and the several Assignments of them, and the Assignments of the said several Judgments above-recited in any Court of Record or other Place where the said J. C. his Executors, Administrators or Assigns, shall or may have Occasion to make use of the same upon any Occasion whatsoever. *In Witness, &c.*

*Assignment of an Extent on an Elegit.*

**T**His Indenture Tripartite, made, &c. Between Sir T. D. of, &c. Kn<sup>t</sup>, of the first Part; Sir J. T. of, &c. of the second Part; and T. E. of &c. and W. E. of, &c. of the third Part. Whereas the said Sir T. D. in the Court of *Queen's-Bench* at *Westminster* heretofore, (that is to say) in the Term of *St. Hillary*, which was in the Year of the Reign, &c. by Judgment of the same Court recovered against the said Sir J. T. heretofore called by the Name of J. T. of, &c. Esq; the Sum of, &c. Debt, besides Costs of Suit, as by the Records of the said Court may more fully appear. In Payment of which said Sum of, &c. the said Sir J. T. hath made Default, and by reason thereof, the said Sir T. D. sued Execution on the said Judgment, and thereupon in due Form of Law hath extended, *All* that Messuage, &c. of the clear yearly Value above Reprizes, the Sum of, &c. As one Moiety of the Messuages, Lands and Tenements, whereof the said Sir J. T. was seized, after the obtaining of the Judgment aforesaid. All which said Premises, by Vertue of her Majesty's Writ bearing Date, &c. were delivered in Execution to the said Sir T. D. for the Debt and Damages aforesaid, on, &c. for a Moiety of the Messuages and Lands of the said Sir J. T. To hold to him the said Sir T. D. and his Assigns, as his Freehold, at the yearly Value aforesaid, until the Debt and Damages aforesaid should be thereof fully levied; as by the Process and Proceedings thereof remaining upon Record in the said Court of *Queen's-Bench*, *Westminster*, may more fully appear. And the said Sir T. D. by Vertue of the afore-

aforesaid Judgment and Proceedings, entred upon the said Premisses, and hath held and enjoyed the same ever since accordingly. *And whereas* upon an Account now made up between the said Sir J. T. and the said Sir T. D. there remains due and owing unto the said Sir T. D. for Principal, Interest and Charges, the full Sum of, &c. and upwards, over and above all Moneys by him received out of the Rents and Profits of the said Premisses. *Now this Indenture witnesseth,* That for and in Consideration of the Sum of, &c. to the said Sir T. D. in Hand paid by the said T. E. by and with the Consent and Agreement of the said Sir J. T. testified by his being made a Party to, and signing and sealing of these Presents; the Receipt whereof the said Sir T. D. doth hereby acknowledge: And in Consideration also of 5 s. of, &c. to him the said Sir T. D. in Hand paid by the said W. E. the Receipt whereof is hereby also acknowledged; and for divers other good Causes and Considerations him the said Sir T. D. in this Behalf especially moving, he the said Sir T. D. *Hath*, by and with the like Consent and Agreement of the said Sir J. T. testified as aforesaid, granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said W. E. *All* and singular the said Messuages and Premisses above recited, to be to him delivered in Extent as aforesaid, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said Sir T. D. of, in and to the said Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said Messuages, Tenements and Premisses above-mentioned, and every Part and Parcel thereof,

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of, with the Appurtenances, unto the said *W. E.* his Executors, Administrators and Assigns, for and during all such Estate, Term and Interest, as the said *Sir T. D.* can or might have, or is interested therein, by Virtue of the aforesaid Judgment, and the Proceedings thereon: *In Trust* nevertheless for the said *T. E.* his Heirs, Executors, Administrators and Assigns. *And* the said *Sir T. D.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *T. E.* his Executors, Administrators and Assigns, That the said *T. E.* his Executors, Administrators or Assigns, or the said *W. E.* *in Trust* as aforesaid, shall and may from Time to Time, and at all Times from henceforth, during all the rest and Residue of the Term and Interest above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, possess and enjoy, *All* and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said *Sir T. D.* his Executors, Administrators and Assigns, and every of them, and all and every other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them. *And also,* That the said Judgment and Extent above recited are still in full Force, and not vacated, released, or otherwise discharged. *And* the said *Sir T. D.* for himself, his Executors and Administrators, doth further covenant and grant to and with the said *T. E.* his Executors, Administrators and Assigns, That he the said *Sir T. D.* hath not done or committed, nor will he, his Executors or Administrators, at any Time hereafter do or commit any Act, Matter or Thing what-

whatsoever, whereby, or by Means whereof, the said recited Judgment, or any Writs, Executions, Processess or Proceedings had, or thereupon hereafter to be had, are, is, shall or may be vacated, released, or otherwise discharged, without the Consent of the said T. E. his Executors or Administrators; but shall and will allow and own all such lawful Writs, Executions, Processess and Proceedings already had, or which the said T. E. his Executors, Administrators or Assigns, shall at any time commence, sue or prosecute, upon or by reason of the said recited Judgment. And the said T. E. for himself, his Executors and Administrators, doth covenant and grant to and with the said Sir T. D. his Executors and Administrators, That he the said T. E. his Executors or Administrators, shall and will at all Times hereafter save harmless and keep indemnified the said Sir T. D. his Executors and Administrators, of and from all Actions, Suits, Losses, Expences and Damages whatsoever, which shall or may be brought against or happen to him or them, by Reason or Means of the said recited Judgment, or any Execution or other Process to be taken forth or prosecuted thereon, or by Reason or Means of the Assignment hereby made, or any Power or Authority therein contained. *In Witness, &c.*

*An Assignment of an Extent and Inquisition.*

**T**His Indenture made, &c. Between J. O. of, &c. Executor of the last Will and Testament of R. O. late of, &c. deceased, of the one Part; and E. L. of, &c. and J. H. of, &c. and B. W. of, &c. of the other Part. *Whereas* R. B. of, &c. on, &c. in the Year, &c. at the City of

of B. in and by one Recognizance or Statute Merchant, taken and acknowledged before C. G. Esq; then Mayor of the said City, Keeper of the greater Piece of the Seal appointed for sealing of Statutes Merchant within the said City, and R. A. Esq; Keeper of the lesser Piece of the said Seal, deputed for taking Recognizances of Merchants Debts within the said City, did acknowledge himself to owe and stand indebted to the said R. O. in the Sum of, &c. as by the said Recognizance may appear. *And whereas* the said R. O. afterwards died, having before his Death made his last Will and Testament in Writing, and thereof constituted and appointed the said J. O. his Son sole Executor, who duly proved the same Will. *And whereas* afterwards the said J. O. sued out an Extent on the said Recognizance, directed to the Sheriff of, &c. bearing Date, &c. whereby the said Sheriff was commanded, That all the Lands and Tenements in his Bailiwick, whereof the said R. B. was at the Time of entring into the said Recognizance, or at any Time after seized, should be inquired into, and the Values ascertained, and should cause the same to be delivered to the said J. O. at a reasonable Price and Extent, *To hold* to him the said J. O. and his Assigns as his Freehold, according to the Form of the Statute in that Case made and provided, until his said Debt, together with his Damages and Costs, should be fully levied, as by the said Extent duly filed may appear. *And whereas* upon an Inquisition taken at, &c. the Day and Year, &c. it was (amongst other Things) found, that the said R. B. was seized in his Demesne, as of Fee, at the Time of the entring into the said Recognizance, and at the Time of taking the said Inquisition, of and in one Mes-



Messuage &c. with the Appurtenances, in, &c. then or then late in the Tenure or Occupation of, &c. of the clear yearly Value in all Issues above Repizes of, &c. And also of and in one other Messuage, &c. Which said Messuages and Lands the said Sheriff, on the Day of taking the said Inquisition, caused to be delivered to the said J. O. by Vertue of the said recited Extent and Inquisition, *To hold* to the said J. O. and his Assigns, as his Freehold, according to the Form of the Statute in that Case made and provided, until his said Debt and Damages, together with the Costs and Charges, should be fully levied.

*Now this Indenture witnesseth*, That the said J. O. for and in Consideration of the Sum of, &c. to him in Hand paid by the said E. L. and in Consideration also of the Sum of 5 s. of like &c. to him in Hand paid by the said J. H. and B. W. the Receipt of which said several Sums he the said J. O. doth hereby confess and acknowledge; he the said J. O. by the Direction and Appointment of the said E. L. testified by his joining herein, and signing and sealing hereof, *Hatb* granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said J. H. and B. W. *All* and singular the said Messuages, Tenements and Premisses above recited, to have been to him delivered as aforesaid, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. O. of, in and to the said Premisses, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said Messuages, or Tenements and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. H. and B. W.

B. W. their Executors, Administrators, and Assigns, for and during all such Estate, Term and Interest, which the said J. O. can or may have unto, or be interested therein, by Vertue of the aforesaid Extent and Inquisition, or otherwise; *In Trust* nevertheless to and for the only proper Use and Behoof of the said E. L. his Executors, Administrators and Assigns. *And* the said J. O. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said E. L. his Executors, Administrators and Assigns, That the said E. L. his Executors, Administrators or Assigns, or the said J. H. and B. W. *In Trust* as aforesaid, shall and may from Time to Time, and at all Times from henceforth, during all the rest and Residue of the Term and Interest above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, possess and enjoy, *All* and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of the said J. O. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming by, from or under him, them, or any of them. *And also*, That the said Recognizance, Extent and Inquisition above recited, are still in full Force, and not vacated, released, or otherwise discharged. *And also*, That he the said J. O. hath not done or committed; nor will he, his Executors or Assigns, at any Time hereafter, do or commit any Act, Matter or Thing whatsoever, whereby or by Means whereof the said recited Recognizance, or any Writs, Executions, Processess or other Proceedings already had, or hereafter to be

be had thereupon, are, is, shall or may be vacated, released, or otherwise discharged, without the Consent of the said E. L. his Executors or Administrators; but shall and will allow and own all such lawful Writs, Executions, Processes or Proceedings already had, or which the said E. L. his Executors, Administrators or Assigns, shall at any time commence, sue or prosecute, upon or by reason of the said recited Recognizance. And the said E. L. for himself, his Executors and Administrators, doth covenant and grant to and with the said J. O. his Executors, Administrators and Assigns, That he the said E. L. his Executors or Administrators, shall and will at all Times hereafter save harmless and keep indemnified the said J. O. his Executors and Administrators, of and from all Actions, Suits, Losses, Expenses and Damages whatsoever, which shall or may be brought or happen to him or them by Reason or Means of the said recited Recognizance, or any Process to be taken forth or executed thereon, or by Reason or Means of the Assignment hereby made, or any Power or Authority herein contained. *In Witness, &c.*

*An Assignment of a Bankrupt's Estate, made from the Commissioners to one of the chief Creditors of the said Bankrupt, in Trust, to be sold for the Benefit of all the Creditors.*

**T**His Indenture made &c. Between N. W. of, &c. T. K. of, &c. T. E. of, &c. and F. Y. of, &c. of the one Part; and J. V. of, &c. of the other Part. *Whereas* the Queen's Majesties Commission under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, bearing Date, &c. hath been



been awarded against J. W. of, &c. and directed to the said N. W. &c. thereby giving full Power and Authority unto the said Commissioners, or three of them, whereof the said N. W. or T. K. to be one, to execute the same; as by the said Commission, Relation being thereunto had, the same doth and may more fully appear. *And whereas* the said Commissioners having begun to put the said Commission in Execution, upon due Examination of Witnesses and other good Proof, upon Oath before them taken, do find that the said J. W. hath for the Space of 7 Years before the Date of the Commission, or thereabouts, used and exercised the Trade and Profession of, &c. at her House within, &c. and to light and endeavoured to get her Living by Buying and Selling; and that she the said J. W. so seeking and endeavouring to get her Living by Buying and Selling during the Time of the said Trading and Dealing, *Did* become justly and truly indebted unto the above-named J. V. and other her Creditors, in the Sum of 1000 l. and upwards; and being so indebted, she the said J. W. did in the Judgment of the said Commissioners become Bankrupt to all Intents and Purposes within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and suing forth the said Commission. *And whereas* the said Commissioners having also found out and discovered, that the said J. W. at the Time, and since she became a Bankrupt as aforesaid, was possessed or interested in, or well intitled to, divers Goods, Wares, Merchandizes, Household-stuff, and Implements of Household, Bedding, Linnen, Brass, Pewter, and other Commodities mentioned in the Schedule indented  
here-

hereto annexed, *And whereas* the said Commissioners do further find, that there are divers Debts, Sum and Sums of Money, due and owing to the said J. W. and her Estate, by and from divers and sundry Persons; the Particulars of which said Debts, and the several and respective Persons Names that do severally and respectively owe the same, are also mentioned, set down and expressed in the said Schedule hereunto annexed. *Now this Indenture witnesseth*, That the said Commissioners by Force and Vertue of the said Commission, and the several Acts of Parliament therein mentioned and expressed, and in Consideration of the Covenants herein after, on the Part and Behalf of the said J. V. his Heirs, Executors and Administrators, covenanted to be performed and done, *Have* ordered, assigned and set over, and by these Presents do as much as in them the said Commissioners lie, and they lawfully may, order, assign and set over unto the said J. V. the before-mentioned Goods, Wares, Merchandizes, Household-stuff, and Implements of Household, Bedding, Linnen, Brass, Pewter, and other Commodities in the said Schedule mentioned, and every Part and Parcel thereof, and all other Goods, Wares and Merchandizes, belonging to the said J. W. or her Estate, at the Time when or since she became a Bankrupt, as aforesaid: And also all the Debts, Sum and Sums of Money, mentioned and expressed in the said Schedule annexed; and all other Debts at the Time of the said J. W. becoming a Bankrupt as aforesaid, or any Time since, due and owing unto the said J. W. by or from the Persons therein named as Debtors, or any other Person or Persons whatsoever; *To have and to hold* the said Goods, Wares, Merchandizes, and all and singular

Iar other the Premises, and every Part thereof: And also the said Debris, Sum and Sums of Money, so mentioned, set down and expressed in the said Schedule annexed: And also all Debris, Sum and Sums of Money, whatsoever due and owing to the said J. W. and her Estate, by and from the respective Persons therein named and mentioned as Debtors, or any other Person or Persons whatsoever, to the said J. V. his Executors and Assigns for ever; *In Trust* to and for the Use, Benefit, Behoof and Advantage of the said J. V. and of all other the Creditors of the said J. W. who have already sought, or shall hereafter in due Time come in as Creditors into the said Commission and seek Relief thereby, and contribute to the Charges thereof, according to the Direction and Limitation of the several Statutes in that Behalf made and provided, and to or for none other Use, Intent or Purpose whatsoever. *And* the said J. V. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said Commissioners, and to and with each and every of them, in Manner and Form following; (that is to say) That he the said J. V. his Heirs, Executors or Administrators, or some or one of them, shall and will with all convenient Speed sell and dispose of the said Goods, Wares, Merchandizes and Premises, for the most he can get for the same; and by all lawful Ways and Means sue for, and recover, the Debts mentioned in the said Schedule hereto annexed. And from and after the Recovery and Receipt thereof, shall and will, upon reasonable Request and Notice in Writing to him for that Purpose made or given by the said Commissioners, or by the major Part of them, make and give a just, true and perfect



Account unto the said Commissioners, of all Sum  
and Sums of Money as he shall have raised by  
such Sale as soon as he shall have received the  
same; and of all Sums of Money as he the said  
J. V. shall have raised and received out of the  
Debts hereby assigned by Force and Virtue of  
these Presents: And shall pay over all such Sums  
of Money as he shall have so raised, gotten, had  
or received, unto the said Commissioners, or the  
major Part of them, or dispose thereof as they  
shall order, direct or appoint; To the end the said  
Commissioners may order, distribute, divide and  
dispose thereof, for and towards the Payment  
and Satisfaction of the Debts due and owing by  
the said J. W. to such of her Creditors who have  
already sought, or as shall hereafter in due Time  
come in and seek Relief by Virtue of the said  
Commission, and contribute towards the Charges  
thereof as aforesaid. *And moreover,* That he  
the said J. W. his Heirs, Executors and Admini-  
strators, shall and will from Time to Time, and  
at all Times hereafter, well and sufficiently save,  
defend, and keep harmless and indemnified, the  
said Commissioners, and every of them, their  
and every of their Executors and Adminis-  
trators, and his and their Bodies, Lands and Tene-  
ments, Goods and Chattels, of and from all  
manner of Actions, Costs, Suits, Arrests, Losses,  
Damages and Expences whatsoever, which they  
or any of them shall or may suffer, sustain, or  
be put unto, for or by reason of this present  
Deed of Assignment, or any other Matter or  
Thing whatsoever, lawfully done or executed by  
Vertue of the said Commission, or their or any  
of their lawful Intermeddlings or Dealings in  
any of the Estates of the said J. W. by Force,  
Vertue, or Colour thereof. *In Witness, &c.*

*An Assignment of a Trust in a Mortgage.*

**T**His Indenture made, &c. Between R. H. of, &c. of the one Part; and A. N. of, &c. of the other Part. Whereas in and by one Indenture, bearing Date, &c. made between, &c. of the one Part, and the said R. H. of the other Part, [Here recite a Mortgage of several Manors to R. H.] as in and by the said recited Indenture, Relation being thereunto had, more fully and at large it doth and may appear. Now this Indenture witnesseth, and the said R. H. doth hereby declare and acknowledge, That the Sum of, &c. in the said Indenture mentioned, was all the proper Money of the said A. N. and not any Part thereof the Money of the said R. H. and that the Name of him the said R. H. was used therein only in Trust for the said A. N. And therefore the said R. H. in Pursuance of the Trust in him reposed by the said A. N. and for and in Consideration of the Sum of, &c. to him paid by the said A. N. Hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said A. N. his Executors, Administrators and Assigns, All and singular the said Manors, Lordships, Lands and Premises before mentioned, and all and singular other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, in and by the said recited Indenture to him the said R. H. demised and granted, with their and every of their Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever of him the said R. H. of, in and to the said Premises, and every Part and Parcel thereof, together with the said recited Indenture; To have and to hold the said

said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and all and singular other the Premises hereby granted and assigned or mentioned or intended to be granted or assigned with their and every of their Appurtenances unto the said A. N. his Executors, Administrators and Assigns, for and during all such Term and Estate, as he the said R. H. hath or ought to have therein. And the said R. H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said A. N. his Executors, Administrators and Assigns, that he the said R. H. hath not made, done, or committed or caused, or procured to be made, or any Act, Matter or Thing whereby the said Manors, Lands and Premises, or any Part thereof, are or may be charged or incumbered in Title, Charge, Estate or otherwise howsoever. In Witness, &c.

*An Assignment of a Trust in a Mortgage for a Person under Age, made to him at his Age of 21, with his Release to the Trustee and Acceptance of the Assignment in full of what he claims by his Father's Will, and his Release to the Executor, &c.*

**T**his Indenture Tripartite made, &c. Between J. B. of, &c. I. C. of, &c. and W. D. of, &c. of the first Part, J. E. of, &c. Widow, (late Wife of T. E. late of, &c. and heretofore the Wife and Executrix of the last Will and Testament, &c. of J. F. late of, &c.) of the second Part, and W. B. of, &c. Son of the said J. by the said J. E. of the third Part: Whereas the said T. E. by the Indenture bearing Date, &c. for the Considerations therein mentioned, did demise, grant and to Farm



les unto the said J. B. I. C. and W. D. *All* that  
 Messuage, &c. *To hold* to the said J. B. &c. their  
 Executors, Administrators and Assigns, from the  
 Day of the Date thereof, for and during the  
 Term of 100 Years, without Impeachment of  
 Waste, *As* and under the yearly Rent of one Pep-  
 per Corn, as in and by the said Indenture may  
 more fully appear, by Force whereof the said  
 J. B. &c. entered into all and singular the Pre-  
 mises, and were thereof and therein possessed  
 and interess'd accordingly, which said Premises  
 were so granted to the said J. B. &c. for the  
 said Term of 100 Years in the Minority of the  
 said W. F. to secure the Payment of, &c. with  
 Interest by the said T. E. to the said W. F. at  
 his Age of 21 Years, unless the same should be  
 laid out in the mean Time in the Purchase of  
 Lands of Inheritance or Leases to his Use, as in  
 and by one Indenture of Covenants bearing  
 Date, &c. made between the said J. B. &c. of  
 the one Part, and the said T. E. of the other  
 Part (amongst other Things) more at large may  
 appear. *And whereas* the said W. F. hath at-  
 tained his Age of 21 Years, and the said, &c.  
 with certain Interest due for the same, is remain-  
 ing unpaid. *And whereas* the said W. F. and J.  
 his Mother, have requested them the said J. B.  
 &c. to assign over the Premises to him the said  
 W. F. for the Residue of the said Term of 100  
 Years, whereby to enable him to recover the  
 said, &c. with such Interest as is due for the  
 same. *Now This Indenture witnesseth*, That the  
 said J. B. I. C. and W. D. on such the Request  
 of the said J. E. and W. F. and in Pursuance of  
 the Trust in them reposed in and by the said re-  
 cited Indenture of, &c. on the Behalf of the said  
 W. F. Have assigned and set over, and by these  
 251

Presents

Presents doth assign and set over unto the said W. F. All and singular the said Messuage, Tenement, Hereditaments and Premises above-mentioned to have been granted to them the said J. B. &c. in and by the said recited Indenture and every Part and Parcel thereof; And all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever, of them the said J. B. &c. in, to or out of the said Premises, and every or any Part or Parcel thereof, by Force of the said first recited Indenture, or by any other Way or Means whatsoever, together with the same recited Indenture: To have and to hold the said Messuages, Tenements, Hereditaments and Premises hereby assigned or intended to be assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said W. F. his Executors, Administrators and Assigns, from henceforth for and during all the rest and Residue yet to come and unexpired of the said Term of One hundred Years, and fully to be ended, As subject and liable notwithstanding to be redeemed by the said T. E. and his Heirs, in manner As the same were before the making of these Presents: And the said J. B. &c. each of them for himself, his Heirs, Executors and Administrators, severally and apart, and not jointly, nor one for another, or the Act or Acts of another, doth covenant to and with the said W. F. his Executors, Administrators and Assigns, by these Presents, that the said J. B. &c. have not done or committed any former or other Act or Thing, whereby to charge or incumber the Premises, or any Part thereof, in Title, Estate or otherwise howsoever (other than by the said Indenture of, &c.) And this Indenture further witnesseth, that the said J. E. and

W. F. in Consideration of the Premises, Have and each and either of them hath released, and by these Presents do and each and either of them both release unto the said J. B. I. C. and W. D. All Trusts in them reposed in and by the said recited Indenture of the said Day of, &c. and all Covenants and Agreements therein contained on the Part and Behalf of them the said J. B. &c. or any or either of them to be performed; and all Actions, Suits and Demands which they the said J. E. and W. F. or either of them, their or either of their Executors or Administrators, have, hath or may have either in Law or Equity against them the said J. B. &c. or any bodier of them, their or any or either of their Executors or Administrators, upon or by Reason of the said Trusts, Covenants and Agreements, or any or either of them, or any Ways touching or concerning the same. And further they the said J. E. and W. F. for the Considerations aforesaid, for themselves and either of them, their and either of their Heirs, Executors and Administrators, do and doth jointly and severally covenant to and with the said J. B. his Executors and Administrators severally and apart, and to and with the said I. C. &c. and to and with the said W. D. &c. by these Presents, that the said J. E. and W. F. or one of them, their or one of their Heirs, Executors and Administrators, shall and will from Time to Time and at all Times hereafter, well and sufficiently save harmless, them the said J. B. &c. and each and every of them, their and each and every of their Executors and Administrators against the Heirs of the said T. E. and all other Person and Persons of and from all Actions, Suits and Troubles (whatsoever which shall or may arise, or be brought either at Law or in Equity or other-



otherwise, any Ways touching or concerning the Premises, or any Part or Parcel thereof. *And this Indenture also further witnesseth,* That the said W. F. in Consideration of the Premises, hath accepted, and by these Presents doth accept of the said Assignment hereby made unto him as aforesaid, in full Satisfaction of all and whatsoever he doth, or may claim or demand to have, by Virtue of the last Will and Testament of the said J. F. his Father. *And* hath remised and released, and by these Presents doth remise and release unto the said J. E. Executrix as aforesaid, and to the Executors and Administrators of the said J. F. all Legacies, Sum and Sums of Money, Actions, Suits, Accents and Demands, which he the said W. F. hath or may have against her the said J. E. Executrix as aforesaid, or the Executors or Administrators of the said J. F. *In Witness, &c.*

*A Re-assignment of a House and Goods, &c.*

**W** Hereas E. Y. of, &c. Widow, (late Wife and Administratrix of the Goods and Chattels of J. Y. deceased) Hath by her Deed in Writing bearing Date, &c. not only granted and assigned to me F. Y. of, &c. all and singular the Messuages, Houses, Lands and Tenements, with their Appurtenances, situate, lying and being within, &c. whereof or wherein her said late Husband at the Time of his Decease was possessed and interessed for any Term or Terms of Years, either absolute or determinable on Lives, for all the rest and Residue then to come of the said Term and Terms respectively; but also did thereby give, grant, alien and sell to me as my proper Goods, all such Plate, Household-stuff,

Furnaces, and other Goods whatsoever, and of what Nature, Name or Quality soever, as her said late Husband died possessed of, as in and by the said Deed or Writing may appear. *Now know all Men* by these Presents, That I the said E. T. in Pursuance and Performance of the Trust in me reposed by the said E. T. and at her Request, and by her Direction, do by these Presents not only re-grant, re-assign and set over to her the said E. T. *All* and singular the Messuages, Houses, Lands, Tenements, and Chattels real, by her granted or assigned to me as aforesaid; and all my Term and Terms, and Interest of, in and to the same, by Force and Vertue of the said Deed or Writing, but also do re-grant, give, alien and sell to her *To hold* to her Executors or Assigns, as her and their proper Goods. *All* and singular the Plate, Household-stuff, Furnaces and Goods by her to me likewise granted, given or sold in or by the said Deed or Writing above-recited; and that in as large and ample Manner, as the same were thereby to me given, granted, assigned or transferred in every Respect. *Witness* my Hand, &c.

*An Assignment of a Rent reserved upon a Lease*

**T**HIS Indenture made, &c. Between H. F. of, &c. of the one Part, and R. B. of, &c. of the other Part: *Whereas*, &c. [H. F. recieveth a Lease from H. F. to, &c. under an yearly Rent.] *Now this Indenture witnesseth*, That the said H. F. for and in Consideration of the Sum of, &c. to him in Hand paid by the said R. B. and for other good Causes and Considerations him thereunto moving, *Hath* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c.

unto the said R. B. his Executors, Administrators and Assigns the said yearly Rent of, &c. above recited, and every Part and Parcel thereof, and all the Arrearages of the same or any Part thereof; and all the Estate, Right, Title, Term of Years, Claim and Demand whatsoever of him the said H. F. of, in and to the said yearly Rent and every Part thereof, and the Arrearages of the same, by Virtue of the said Indenture of Lease, or otherwise howsoever. And also of, in and to said Messuages, &c. with their Appurtenances, by the said Indenture demised, together the Counterpart of the said Indenture of Lease. To have, hold, receive and enjoy the said yearly Rent of, &c. and every Part and Parcel thereof, and all the Arrearages of the same, unto the said R. B. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all the rest and Residue of the said Term of, &c. Years above mentioned, to be granted by the said recited Indenture of Lease, in as large and ample Manner to all Intents and Purposes, as the said H. F. or his Assigns, should or ought to have done by Force of the said Indenture, or by any other Ways or Means whatsoever. [Here may be added a Letter of Attorney to receive the Rent, Covenant for peaceable Enjoyment; and that H. F. hath done no Act to incumber.] In Witness, &c.

*An Assignment of an Annuity.*

**T**His Indenture made, &c. Between J. J. of, &c. of the one Part, and G. K. of, &c. of the other Part: Whereas by Indenture bearing Date, &c. made between the said J. J. of the one Part, and one W. K. the said G. K. one T. K. and



and *W. R.* of the other Part, reciting therein That whereas *J. J.* as Administrator of *W. T.* then stood lawfully possessed and interested for the Remainder of several Terms then to come and unexpired of and in all that Messuage, &c. he the said *J. J.* for the Considerations therein mentioned, did grant, bargain and sell, assign and set over unto the said *W. R. G. R. &c.* All and singular the said Messuage, Tenement and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, together with the Leases thereof, and all Writings concerning the same; and all his Estate, Term and Interest therein; To hold to them the said *W. R. &c.* their Executors, Administrators and Assigns, for and during all the rest and Residue of the said several Terms and Estates, which he the said *J. J.* then had, of, in and to the same; in which said recited Indenture there is a Clause to the Effect following; (that is to say) that he the said *J. J.* should and might during the Remainder of the said several Terms, which were then to come, receive, have and take out of the said Premises above-mentioned, one Annuity or yearly Rent Charge of 10 *l.* of, &c. payable and to be paid in and upon the 25th Day of March, the 24th Day of June, the 29th Day of September, and the 21st Day of December, by even and equal Portions: And that if the said Annuity or yearly Rent-charge should be unpaid in Part or in all, by the Space of 21 Days next after any or either of the said Days and Times of Payment thereof, that then and so often it should and might be lawful to and for the said *J. J.* or his Assigns, into the said Premises, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and

and to detain and keep all the said Annuity, and the Arrears thereof (if any should be) should be fully paid and satisfied. And whereas the said Annuity or yearly Rent-Charge is fully paid till, &c. last. Now this Indenture witnesseth, That the said J. J. for and in Consideration of the Sum of 20 L. of, &c. to him in Hand paid by the said G. K. the Receipt whereof is hereby acknowledged, he the said J. J. hath granted, bargained, sold and assigned, and by these Presents doth grant, &c. unto the said G. K. his Executors, Administrators and Assigns, the said Annuity and yearly Sum of 10 L. above-received, and all Power and Authority given in and by the said recited Indenture for Recovery thereof by Distress or otherwise. And the said J. J. for the Considerations aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth make, &c. the said G. K. his Executors, Administrators and Assigns, his lawful Attorney, to ask, demand and receive the said Annuity or yearly Rent-Charge of 10 L. to and for the only proper Use and behoof of him the said G. K. his Executors, Administrators and Assigns, during the Remainder of the said Terms, which are yet to come and unexpired. And the said J. J. for himself, his Executors and Administrators, doth Covenant and grant to and with the said G. K. his Executors and Administrators, that he the said J. J. his Executors and Administrators, shall and will at any Time, during the said Terms above-mentioned, at the Request, Costs and Charges of the said G. K. his Executors, Administrators and Assigns, make, seal and execute any other Assignment, Letter of Attorney, Power or Authority whatsoever, to empower him or them to receive and recover the said Annuity or yearly

Sum of *£* 100 according to the Purport and true Meaning of these Presents. And the said G. K. for himself, his Executors and Administrators, doth covenant and grant to and with the said J. J. his Executors and Administrators, that he the said G. K. his Executors and Administrators, shall and will at all Times hereafter, save harmless and keep indemnified the said J. J. his Executors and Administrators, of and from all Costs, Charges, Expences and Damages which shall or may happen to him or them by Reason of any Action or Suit in Law or Equity, to be hereafter brought for the said Annuity or any Part thereof, or by Reason of these Presents, or by Colour of any Power or Authority hereby given or granted.

*In Witness &c.* his said G. K. the said J. J. his Executors and Administrators, doth hereby covenant and grant to and with the said J. J. his Executors and Administrators, that he the said G. K. his Executors and Administrators, shall and will at all Times hereafter, save harmless and keep indemnified the said J. J. his Executors and Administrators, of and from all Costs, Charges, Expences and Damages which shall or may happen to him or them by Reason of any Action or Suit in Law or Equity, to be hereafter brought for the said Annuity or any Part thereof, or by Reason of these Presents, or by Colour of any Power or Authority hereby given or granted.

*Another Assignment of an Annuity.* witnesseth, That the said G. K. his Executors and Administrators, doth hereby covenant and grant to and with the said J. J. his Executors and Administrators, that he the said G. K. his Executors and Administrators, shall and will at all Times hereafter, save harmless and keep indemnified the said J. J. his Executors and Administrators, of and from all Costs, Charges, Expences and Damages which shall or may happen to him or them by Reason of any Action or Suit in Law or Equity, to be hereafter brought for the said Annuity or any Part thereof, or by Reason of these Presents, or by Colour of any Power or Authority hereby given or granted.

**T**HIS Indenture made, &c. Between W. G. of, &c. of the one Part, and R. P. of, &c. of the other Part: *Whereas*, &c. [Here recites a Grant of an Annuity for a Term of Years to W. G. with Clause of Disfranchisement, &c.] *Now this Indenture witnesseth*, That the said W. G. for and in Consideration of the Sum of, &c. to him in Hand paid by the said R. P. at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby confess and acknowledge, *Has* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said R. P. the said Annuity or yearly Rent of, &c. issuing out of the said Messuages, &c. so to him granted as aforesaid; and all and every the Pain and Pains to be forfeited for Non-payment of the said Annuity or yearly Rent; and also all the Estate, Right, Title, Interest, Claim



Claim and Demand of him the said *W. G.* his Executors and Administrators, of, in, and to the said Annuity and Pains aforeaid, and every of them or any Part thereof: *To have and to hold,* receive and enjoy the said Annuity or yearly Rent of, &c. payable at the Days and Times above-mentioned; and also the said Pain and Pains to be forfeited for Non-payment thereof as aforeaid, unto the said *R. P.* his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of, &c. Years above recked, which are yet to come and unexpired. *And* the said *W. G.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *R. P.* his Executors, Administrators and Assigns, that he the said *W. G.* hath not at any Time before the Execution of these Presents assigned, made over or any Ways incumbered the said Annuity hereby assigned or any Part thereof. *And* that he the said *R. P.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times for and during all the rest and Residue of the said Term above-recited which is yet to come and unexpired, peaceably and quietly have, hold, receive and enjoy the said Annuity or yearly Rent of, &c. and all and every Pain and Pains which shall happen to be forfeited as aforeaid, without the Let, Trouble, Hinderance, Molestation or Interruption of him the said *W. G.* his Executors, Administrators and Assigns, and of all and every other Person and Persons whatsoever. *And also,* that he the said *W. G.* his Executors and Administrators, and all and every other Person and Persons having or claiming any Right, Title or Interest, in or to the said Annuity, or any Part thereof, shall and will at any Time or Times hereafter, upon the Request of

the said R. P. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further, law-  
ful and reasonable Act and Acts, Thing and Things whatsoever, for the further, better and more perfect assigning of the said Annuity, or yearly Rent of, &c. and the Pain and Pains to be forfeited as aforesaid unto the said R. P. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of, &c. which is yet to come and unexpired, as by the said R. P. his Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *[These Covenants for peaceable Enjoyment and future Assurance may be omitted.]* In Witness, &c.

*Assignment of Part of Lands held by Chattel Lease.*

**T**His Indenture made, &c. Between R. C. of, &c. of the one Part, and T. H. of, &c. of the other Part. *Whereas, &c. [Here recite the Chattel Lease.]* Now this Indenture witnesseth, That the said R. C. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. H. the Receipt whereof the said R. C. doth hereby acknowledge. He the said R. C. hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said T. H. All that the said Close, &c. above mentioned, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said R. C. of, in and to the said Close, and of in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said Close of Ground, with the Appurtenances, unto the said

said T. H. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder of the said Term of 99 Years above recited which is yet to come and unexpired (determinable as aforesaid). And the said R. C. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. H. his Executors and Assigns, That he the said T. H. his Executors, Administrators and Assigns, shall and may at all Times, during the Remainder of the said Term above recited which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Close of Ground and premises above mentioned, with the Appurtenances, without the Let, Trouble, Hinderance, Molestation, Interruption and Denial of him the said R. C. his Executors, Administrators and Assigns, and of all and every other Person and Persons claiming, and to claim, by, from or under him, them, or any of them. And it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and hereby so declared, That in case the said R. C. his Executors or Administrators, shall at any Time hereafter renew and take a new Lease, and further Estate, Term or Interest in the Messuage and Lands, granted to him by the said Original recited Indenture from the Lord of the said Manor: That then the said R. C. his Executors or Assigns, shall and will after such Renewal, at the Request of the said T. H. his Executors or Administrators, and upon Payment to him the said R. C. a proportionable Share of the Fine paid for such Renewal, having Respect to the Value of the whole Estate so renewed at the Costs of the said T. H. assign the said Close hereby



hereby assigned, and all his Estate and Term therein so renewed, unto the said T. H. his Executors, Administrators or Assigns, under the like Covenants, Clauses and Agreements, as are herein contained. *And* the said T. H. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said R. C. his Executors, Administrators and Assigns, That he the said T. H. his Executors, Administrators or Assigns, shall and will yearly, during the Remainder of the said Term, well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the Sum of, &c. towards the Quit-Rents due and payable to the Lord of the said Manor, by Vertue of the said recited Indenture of Lease. *And* the said R. C. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. H. his Executors, Administrators and Assigns, That he the said R. C. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times, during the Remainder of the said Term above recited, bear, pay and discharge the Residue of the said Quit-Rents, reserved, due or payable, in and by the said recited Indenture of Lease, at such Time and Times, and in such Manner and Form, as by the same Indenture the same are reserved, or ought to be paid. *And* also shall and will observe, perform and keep, all and every the Covenants and Agreements in the said recited Indenture of Lease contained, which on the Part and Behalf of the said R. C. his Executors and Administrators, are to be observed and performed, and shall and will free and indemnify the said T. H. his Executors and Administrators, and the said Ground hereby assigned of and from the same.

*In Witness, &c.* *An*

*An Assignment of a Chattel Lease.*

**T**His Indenture made. &c. Between C. R. of, &c. of the one Part; and W. S. of, &c. of the other Part. Whereas in and by one Indenture, bearing Date, &c. made between Sir J. E. of, &c. Baronet, of the one Part, and the said C. R. of the other Part: He the said Sir J. E. for the Considerations in the said Indenture mentioned, did demise, grant, and to Farm let, unto the said C. R. All that Messuage, &c. situate, &c. and also, &c. together with all Houses, &c. (except as in the said Indenture is excepted) To hold unto the said C. R. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture; for and during, and unto the full End and Term of 99 Years thence next ensuing, and fully to be compleat and ended, if, &c. or any or either of them, should so long live, At and under the yearly Rent of, &c. payable Half-yearly by equal Portions, and under divers other Covenants and Agreements in the said recited Indenture contained; as in and by the same recited Indenture (Relation being thereunto had) may more fully and at large appear. Now this Indenture witnesseth, That the said C. R. for and in Consideration of the Sum of, &c. to him in Hand paid by the said W. S. at and before the Sealing and Delivery of these Presents; the Receipt whereof he the said C. R. doth hereby acknowledge; Hath granted, bargained, sold, assigned, and set over, and by these Presents doth grant, &c. unto the said W. S. his Executors, Administrators and Assigns, All that the before recited Messuage or Tenement, Lands and Premises,

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and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Possession, Term of Years, Property, Claim and Demand whatsoever of him the said C. R. of, in and to the same Premises, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease: *To have and to hold* the said Messuage or Tenement, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said W. S. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder of the said Term of 99 Years above recited, which is yet to come and unexpired (determinable as aforesaid). *And* the said C. R. for himself, his Executors and Administrators, doth covenant and grant to and with the said W. S. his Executors, Administrators and Assigns, That he the said C. R. hath not made, done or committed, or caused or procured to be made, &c. any Act, Matter or Thing whatsoever, whereby the said Messuage and Premises hereby assigned, or any Part thereof, is, are or may be charged or incumbered in Title, Charge, Estate, or otherwise howsoever. *And* that he the said C. R. hath not done or committed any Act, Matter or Thing whatsoever, to make void the said Lease; but that the same is a good and sufficient Lease in the Law, and now is, and standeth, in full Force and Effect unforfeited and unsurrendered. *And also*, That he the said W. S. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during all the rest, Residue and Remainder of the said Term of 99 Years above recited which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occu-



occupy, possess and enjoy, *all* and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said C. R. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming by, from or under him, them, or any or either of them. *And further*, That he the said C. R. his Executors and Administrators, and all and every other Person and Persons, any Thing having or claiming in the said Messuage and Premises above-mentioned, or any Part thereof, by, from or under him, shall and will at any Time or Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said W. S. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, *all* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assigning of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said W. S. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term above recited, which is yet to come and unexpired, (determinable as aforesaid) as by the said W. S. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised, and required. *In Witness, &c.*

In this Precedent might be added next to the Covenant for *Peaceable Enjoyment*, That the Premises are freed and discharged of and from all

Charges and Incumbrances, &c. done by R. S. (the Rents and Covenants reserved and contained in and by the said recited Indenture of Lease, which from henceforth on the Tenants or Lessees Part and Behalf shall grow due to be paid, done and performed, always excepted and foreprized) and then the Covenant for future Assurance. But all the Covenants as are absolutely necessary in a common Assignment of a Chattel Lease, are only a Covenant for *peaceable Enjoyment*, and a Covenant for *future Assurance*.

Where there are two several Messuages or Parcels of Land of a small Value, held by two several Leases to be assigned, they may be both assigned in one Deed, by reciting one Lease first, and assigning that with a Covenant for *peaceable Enjoyment*; and then recite the other Lease, and assign that also with a Covenant for *Peaceable Enjoyment* of those Lands; and then may be added, a Covenant to make *future Assurance* of both.

*An Assignment and Confirmation of Lands held by Chattel Lease, which were in Mortgage; assigned by the Mortgagee, and confirmed by the Owner: With a Covenant for the Assignee to pay the Rent, and perform the Covenants mentioned in the Lease.*

**T**HIS Indenture Tripartite, made, &c. Between W. B. of, &c. of the first Part; J. P. of, &c. of the second Part; and T. G. of, &c. of the third Part. Whereas in and by one Indenture, bearing Date, &c. made between the Right Honourable E. Countess of E. Widow and Relict of A. Earl of E. and Mother and Guardian of the Right Honourable A. Earl of E. an

Infant under the Age of 21 Years: And the said A. Earl of E. and Sir H. C. of, &c. Knight of the most Honourable Order of the Bath, and Uncle of the said A. Earl of E. of the one Part, and the said W. B. of the other Part: She the said E. Countess of E. for the Considerations therein mentioned, *Did*, by and with the Advice and Consent of the said Sir H. C. testified by his being a Party to, and his signing and sealing thereof, demise, lease, set, and to Farm let, unto the said W. B. *All* that one Messuage or Tenement, consisting of one House and Out-houses, Orchard and Garden, containing by Estimation, &c. situate, &c. And one Padock or little Close of Land called, &c. containing, &c. And also, &c. All which Premises are situate, lying and being, within the Manor of, &c. aforesaid, (except as in the said recited Indenture is mentioned to be excepted) *To be had and holden* unto the said W. B. his Executors, Administrators and Assigns, from the Feast of the Annunciation of the blessed Virgin *Mary* then last past, for and during the full End and Term of 99 Years thence next ensuing, and fully to be compleat and ended, if the said W. B. K. his then and now Wife, and M. their Daughter, or any or either of them, should happen so long to live; *At* and under the yearly Rent of 5 s. payable Half-yearly by equal Portions, as in and by the said recited Indenture may more fully appear. *And whereas* in and by one other Indenture, bearing Date, &c. which was in the Year of our Lord, &c. and made between the said W. B. of the one Part, and the said J. P. (by the Name of J. P. of, &c.) of the other Part, reciting therein (amongst other Things) the said last recited Indenture: He the said W. B. for and in Consideration of the



Sum of, &c. to him in Hand paid by the said J. P. Did (among other Things) grant, bargain and sell, assign and set over, unto the said J. P. *All* and singular the said Messuage, Lands and Premises, in and by the said first recited Indenture granted, and every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture, and all his Estate, Term and Interest therein; *To be had and bolden* unto the said J. P. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term above recited which was then to come and unexpired: Which said last Indenture was defeasible, on Payment by the said W. B. unto the said J. P. of the full Sum of, &c. and Interest, at certain Days therein mentioned then to come, and now long since past; as in and by the said last recited Indenture may more fully and at large appear. *Now this Indenture witnesseth*, That for and in Consideration of the Sum of, &c. to the said J. P. in Hand paid by the said T. G. (by and with the Consent and Agreement of the said W. B. testified by his being a Party to, and signing and sealing of these Presents) the Receipt whereof the said J. P. doth hereby confess and acknowledge: *He* the said J. P. (by and with the like Consent and Agreement of the said W. B. testified as aforesaid, *Has* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said T. G. *All* and singular the said Messuage, Lands, Tenements, Hereditaments and Premises, in and by the said first recited Indenture granted, and every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said W. B. of, in and to the same Premises, and

of,

of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said first recited Indenture; *To have and to hold* all and singular the said Messuage, Lands and Premises hereby assigned, with the Appurtenances, unto the said T. G. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 99 Years above recited which is yet to come and unexpired (determinable as aforesaid). *And* the said J. P. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. G. his Executors, Administrators and Assigns, That he the said T. G. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, for and during the Remainder of the said Term above recited which is yet to come and unexpired (determinable as aforesaid), peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premises above-mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. P. his Executors, Administrators or Assigns, and of all and every other Person and Persons claiming, or to claim, by, from or under him, them, or any or either of them. *And this Indenture further witnesseth*, That the said W. B. for the Consideration aforesaid, and in Consideration also of the Sum of 5 s. of, &c. to him in Hand paid by the said T. G. the Receipt whereof he doth hereby confess and acknowledge: He the said W. B. *Has* granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said T. G. *All* and singular the said Premises above-mentioned to be hereby assigned, and eve-

ry Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said W. B. of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and singular the said Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. G. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term above recited which is yet to come and unexpired. *And* the said W. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. G. his Executors, Administrators and Assigns, That he the said T. G. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, for and during all the rest and Residue of the said Term above recited, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. B. his Executors, Administrators and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said W. B. his Executors and Administrators, and all and every other Person and Persons, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times hereafter, upon the reasonable Request of the said T. G. his Executors, Administrators or Assigns,



signs, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, assigning and assuring, of all and singular the said Premises above mentioned, with the Appurtenances, unto the said T. G. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term above recited which is yet to come and unexpired (determinable as aforesaid), as by the said T. G. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. And the said T. G. for himself, his Executors and Administrators, doth covenant and grant to and with the said J. P. his Executors, Administrators and Assigns, That he the said T. G. his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter, well and truly pay or cause to be paid the said yearly Rent of £. reserved in and by the said first recited Indenture, and observe, perform and keep, all and singular the Covenants and Agreements in the same Indenture contained, which on the Part and Behalf of the said W. B. his Executors, Administrators or Assigns, are or ought to be observed, performed and kept, according to the Purport of the said first recited Indenture. *In Witness, &c.*

*Assignment of a Lease for Five hundred Years.*

**T**His Indenture made, &c. Between H. W. of, &c. of the one Part; and A. G. of, &c. of the other Part. Whereas H. E. of, &c. deceased, in

in and by one Indenture bearing Date, &c. for the Considerations therein mentioned, *Did* bargain, sell, demise, grant, and to Farm let unto the said H. W. *All* that Messuage or Tenement, with the Appurtenances, situate, &c. And also all Houses, &c. *To be had and holden* unto the said H. W. his Executors, Administrators and Assigns, from the Date of the said Indenture, for and during the Term of 500 Years from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste, at and under the yearly Rent of 1 *d.* as in and by the said recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said H. W. for and in Consideration of the Sum of, &c. to him in Hand paid by the said A. G. the Receipt whereof he the said H. W. doth hereby confess and acknowledge; he the said *H. W.* *Has* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said A. G. *All* and singular the said Messuage or Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said H. W. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture; *To have and to hold* all and singular the said Messuage or Tenement, Hereditaments and Premises above mentioned, to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said A. G. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above recited which is yet to come and

and unexpired. And the said H. W. for himself, his Executors, Administrators and Assigns, Doth covenant and grant to and with the said A. G. his Executors, Administrators and Assigns, by these Presents, That the said Term of 999 Years hereby assigned is still in being and subsisting, and not surrendered, discharged, or otherwise avoided. And that he the said H. W. at the Time of Sealing and Delivery hereof, hath good Right, full Power, and lawful Authority, to grant and assign the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said A. G. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, for and during all the rest and Residue of the said Term of 999 Years above recited which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, All and singular the said Messuage and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said H. W. his Executors, Administrators and Assigns, and of all and every other Person and Persons whatsoever. And further, That he the said H. W. his Executors and Administrators, and all and every other Person and Persons, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times hereafter, upon the reasonable Request of the said A. G. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, or all and every such further



ther and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, assigning and assuring, of all and singular the said Premises above mentioned, with the Appurtenances, unto the said A. G. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above recited which is yet to come and unexpired, as by the said A. G. his Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *In Witness, &c.*

**Assignments of Mortgages, &c. to attend the Fee on Purchases; and of Terms to attend Mortgages, &c.**

***An Assignment of a Mortgage to attend the Fee.***

**T**His Indenture Tripartite, made, &c. Between J. G. of, &c. of the first Part; T. R. of, &c. of the second Part; and L. M. of, &c. and H. P. and T. E. of, &c. of the third Part. *Whereas* by Indenture, bearing Date, &c. made between the said T. R. of the one Part, and the said J. G. of the other Part: The said T. R. in Consideration of the Sum of, &c. to him in Hand paid by the said J. G. Did demise, grant, bargain and sell, unto the said J. G. All that late Piece of void Ground, situate, lying and being in, &c. called, &c. containing, &c. bounded, &c. And also, all that Messuage, Tenement or Dwelling-house, and all other Edifices, Structures and Buildings, then lately erected, built and made, and then stand-

standing and being, or then in building, or which should thereafter be erected, built and made, or should stand and be in and upon the said late Piece of void Ground above mentioned, or any Part or Parcel thereof: And all Ways, Waters, Paths, Passages, Easements, Profits, Privileges, Advantages, Hereditaments and Appurtenances whatsoever to the said then late Piece of void Ground, Dwelling-Houses, Structures and Buildings thereby granted, belonging, or in any wise appertaining: (Which said late Piece of void Ground was by the said T. R. then lately had and purchased to him, his Heirs and Assigns for ever, of and from, &c. as may appear. And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, with the Appurtenances, *To hold* unto the said J. G. his Executors, Administrators and Assigns, for and during the Term of 500 Years thence next ensuing, and fully to be compleat and ended, *At* and under the yearly Rent of a Pepper-Corn: Which said recited Indenture was, by a Proviso or Condition therein contain'd, made defeasible on Payment by the said T. R. unto the said J. G. of the said Sum of, &c. and Interest, on a certain Day therein mentioned, then to come, and now long since past; as in and by the said recited Indenture may more fully appear. *And whereas* Failure of Payment was made of the said Sum of, &c. and the Interest thereof, by Means whereof the said Premises above mentioned became forfeited to the said J. G. and his said Estate and Interest therein, during the Remainder of the said Term of 500 Years, became in Law absolute. *And whereas*, upon an Account this Day made up between  
the

the said T. R. and J. G. there appears to be due unto him the said J. G. upon the Security of the said Premises, the full Sum of, &c. for Principal Money and Interest, and no more. *And whereas* the said L. M. hath lately contracted with the said T. R. for the absolute Purchase of the Fee-Simple and Inheritance of all and singular the said Premises above mentioned, for the Sum of, &c. And the said Fee-Simple and Inheritance of the said Premises are intended to be forthwith granted and conveyed unto the said L. M. and his Heirs. *Now* to the end the said Term of 500 Years may be preserved and kept on Foot to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term. *This present Indenture witnesseth*, That the said J. G. for and in Consideration of the Sum of, &c. to him in Hand paid by the said L. M. (by and with the Consent of the said T. R. testified by his being a Party to, and signing and sealing of these Presents) the Receipt whereof the said J. G. doth hereby confess and acknowledge; and in Consideration also of 5 s. of like, &c. to the said J. G. in Hand paid by the said H. P. and T. E. the Receipt whereof the said J. G. doth hereby also acknowledge: He the said J. G. by and with the Consent and Agreement of the said T. R. testified as aforesaid, *Hath* bargained, sold, assigned and set over, and by these Presents doth bargain, &c. unto the said H. P. and T. E. (by the Nomination and Appointment of the said L. M.) the said late Piece of void Ground, Messuage, Tenement, or Dwelling-house and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. *And* also all the



the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said J. G. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said late Piece of void Ground, Messuage, Tenement or Dwelling-house and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said H. P. and T. E. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above-mentioned which is yet to come and unexpired; *In Trust* for the said L. M. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the said Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances. *And* the said J. C. for himself, his Executors and Administrators, doth covenant and grant to and with the said L. M. his Executors, Administrators and Assigns, That he the said J. G. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *In Witness, &c.*

*An Assignment of a Mortgage to attend the Fee by Indorsement.*

**W**Hereas the within named W. B. hath contracted and agreed with the within named M. S. and with R. S. Brother and Heir of the within named T. S. for the absolute Purchase of the Messuages, Lands and Tenements within

mentioned, (amongst other Things) for the Sum of, &c. out of which said Sum of, &c. the Monies within secured are agreed to be deducted, Now to the end the said Term within mentioned may be preserved, and kept on Foot, to attend and wait on the Reversion and Inheritance of the said Premises, which is intended to be granted and conveyed to the said W. B. and his Heirs, and may protect and defend the same against all Incumbrances, occasioned since the Creation of the same Term within mentioned. *Witnesseth therefore these Presents*, That the said W. B. for and in Consideration of the Trust and Confidence which he hath and doth repose in J. P. of, &c. and in Consideration also of s. s. of, &c. to him in Hand paid by the said J. P. the Receipt whereof is hereby acknowledged: He the said W. B. (by and with the Consent and Agreement of the said M. S. and R. S. testified by their joining herein, and signing and sealing hereof) *Hath* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said J. P. *All* and singular the said Messuages, Lands, Tenements, Totts, Hereditaments and Premises within mentioned, with their and every of their Appurtenances, and all his Estate, Term and Interest therein; *To hold* to the said J. P. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term within mentioned to be granted and assigned, which is yet to come and unexpired: *In Trust* nevertheless to and for the only proper Use and Benefit of the said W. B. his Heirs and Assigns, and such other Person and Persons to whom the Reversion, Freehold and Inheritance of the within mentioned Premises shall from Time to Time appertain and belong, and to at-

attend and wait on the Reversion and Inheritance thereof, and to and for none other Use, Intent, Trust or Purpose whatsoever. *In Witness* whereof, as well the said *W. B.* as the said *M. S.* and *R. S.* as also the said *J. P.* have hereunto set their Hands and Seals the Day and Year, &c.

*Another Assignment of a Mortgage to attend the Fee by way of Indorsement.*

**W**Hereas the within named *H. H.* since the making of the within written Indenture, is dead, by Means whereof the Reversion, Inheritance, and Equity of Redemption of the Messuage, Lands and Premises within mentioned, to be assigned to the within named *E. C.* Senior, and *E. C.* Junior, are since come to the within named *T. R.* And whereas the said *M. S.* is since also dead, but before her Death made her last Will and Testament in Writing, and *M. S.* her Daughter Executrix, who hath since duly proved the same Will. And whereas the said *T. R.* hath paid unto the said *M. S.* the said Principal Sum of, &c. within secured, and all Interest due therefore. Now know all Men by these Presents, That for and in Consideration that the said *T. R.* hath paid unto the said *M. S.* Junior, the said, &c. and all Interest due therefore. And the said *E. C.* the elder, and *E. C.* the younger, in Pursuance and Performance of the Trust in them reposed, in and by the within written Indenture; and in Consideration also of 5 s. of, &c. to them in Hand paid by *H. F.* of, &c. the Receipt whereof they do hereby confess and acknowledge; they the said *E. C.* Senior, and *E. C.* Junior, (at the Request, and by and with the Consent, Direction and Appointment, as well of



the said *M. S. Junior*, as of the said *T. R.*) *Have*, and either of them hath bargained and sold, assigned and set over, and by these Presents do, and either of them doth bargain, &c. unto the said *H. F.* All and singular the Messuage or Mansion-house, Lands and Premises within mentioned to be assigned, with the Appurtenances; and also all their Estate and Interest therein: *To have and to hold* the said Messuage or Mansion-house, Lands and Premises, unto the said *H. F.* his Executors, Administrators and Assigns, for and during all the rest and Residue of the said several Terms within mentioned to be assigned, which is yet to come and unexpired; *In Trust* nevertheless, to and for the only proper Use and Behoof of the said *T. R.* his Heirs and Assigns, to attend and wait on the Reversion and Inheritance of the said Premises. And the said *E. C. Senior*, and *E. C. Junior*, for themselves, their Executors and Administrators, do covenant and grant to and with the said *T. R.* his Heirs and Assigns, That they the said *E. C. Senior*, and *E. C. Junior*, or either of them, have not nor hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Messuage, Lands and Premises, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. And the said *M. S. Junior*, for herself, her Executors and Administrators, doth covenant and grant to and with the said *T. R.* his Heirs and Assigns, That they the said *M. S. Junior*, and *M. S. Senior*, or either of them, have not nor hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *In Witness, &c.*      *Ano-*

*Another Assignment of a Mortgage to attend the Fee by Indorsement after another Manner.*

**T**O all People, &c. Whereas the within named T. C. since the executing of the within written Indenture, is dead, and the within named G. S. and T. W. have him survived. *And whereas* upon an Account now made up between the within named K. H. Widow, and Relict of the within named R. H. and L. H. eldest Son and Heir of the said R. H. and Son and Heir apparent of the said K. H. of the one Part, and the said G. S. and T. W. of the other Part, concerning the Principal Monies within secured, or mentioned to be secured, and the Interest thereof, there appeareth to remain due and owing to the said G. S. and T. W. the Sum of, &c. *Now know all Men* by these Presents, That the said G. S. and T. W. for and in Consideration of the said Sum of, &c. being Part of a greater Sum paid by the said T. L. for the absolute Purchase of the Manor or Lordship, or reputed Manor or Lordship, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, within granted and assigned, or mentioned so to be, and the said Sum of, &c. is the same Sum as is mentioned to be the Consideration of one Indenture of Assignment bearing equal Date herewith, and made between the said K. H. and L. H. of the first Part, the said G. S. and T. W. of the second Part, and T. L. Esq; and L. T. Gent<sup>s</sup>, of the third Part: And in Consideration of 5 s. apiece of like lawful Money to the said G. S. and T. W. by the said T. L. in Hand paid; the Receipt whereof they the said G. S. and T. W. do hereby acknowledge; they the said G. S. and T. W.

at the Request of the said *K. H.* and *L. M. Have*, and either of them hath bargained, sold, assigned and set over, and by these Presents do, and every of them doth bargain, &c. unto *W. T.* of, &c. by the Nomination and Appointment of the said *T. L.* All and singular the Manor or Lordship, or reputed Manor or Lordship, Messuages, Lands, Tenements, Hereditaments and Premisses within mentioned to be assigned, with their and every of their Appurtenances. And also all the several and respective Estate and Estates, Right, Title, Interest, Time and Term of Years, Benefit, Property, Claim and Demand whatsoever, both in Law and Equity, and otherwise howsoever, of them the said *G. S.* and *T. W.* of, in and to the same Premisses; *To have and to hold* all and singular the said Manor or Lordship, or reputed Manor or Lordship, Messuages, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, unto the said *W. T.* his Executors, Administrators and Assigns, for and during all the rest and Residue of the within mentioned Term of 3000 Years which is yet to come and unexpired: *In Trust* nevertheless to and for the only proper Use and Behoof of the said *T. L.* his Heirs and Assigns, and to be at his and their Disposal, and in the mean time to attend and wait on the Freehold and Inheritance of the said Premisses; and that the said *G. S.* and *T. W.* shall permit and suffer the same Premisses to be enjoyed accordingly. And each of them the said *G. S.* and *T. W.* for himself severally, and his several Heirs, Executors and Administrators, doth covenant and grant to and with the said *W. T.* his Executors, Administrators and Assigns, by these Presents, That they the said *G. S.* and *T. W.* or either of them, have not nor hath at any



any Time heretofore made, done or committed, or wittingly or willingly suffered any A& Matter or Thing whatsoever, whereby or wherewith the said Premises intended to be hereby assigned, or any Part thereof, is, are or may be in any Respect whatsoever charged, impeached, or incumbered. *In Witness, &c.*

*Assignment of an Assignment of a Mortgage made to attend the Fee, with Recital of divers Incidents before the Sale of the Premises.*

**T**His Indenture Tripartite, made, &c. Between M. E. of, &c. of the first Part; L. W. of, &c. Cousin and Heir of E. W. deceased, and also Brother and Heir of F. W. who was eldest Son and Heir of L. W. the eldest Brother of the said E. W. of the second Part; W. B. of, &c. J. P. of, &c. and J. H. of, &c. of the third Part. Whereas F. W. of, &c. aforesaid, by his Indenture of Mortgage under his Hand and Seal, bearing Date, &c. Did demise, grant, bargain and sell unto E. C. of, &c. All that Messuage, &c. bounded, &c. All which said Premises are situate, lying and being in, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said F. W. of, in and to the same, or any Part or Parcel thereof; To be had and holden unto the said E. C. his Executors, Administrators and Assigns, from the Date thereof, for and during the Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, At and under the yearly Rent of, &c. In which said recited Indenture, there is a Proviso or Condition contained

tained for making void the same, by and upon Payment to have been made by the said F. W. his Heirs, Executors or Administrators, unto the said F. W. his Executors, Administrators or Assigns, of the Sum of, &c. and the lawful Interest thereof of, &c. at or upon, &c. next ensuing the Date thereof; as in and by the said recited Indenture, Relation being thereto had, will more fully appear. *And whereas* Failure of Payment was made of the said Sum of, &c. and the Interest thereof, contrary to the true Meaning of the said Proviso, by Means whereof the Premises above mentioned became forfeited to the said E. C. and his Estate and Interest therein for the Remainder of the said Term of 1000 Years, became in Law absolute. *And whereas* in and by one Indenture Tripartite, bearing Date, &c. made between the said E. C. of the first Part, the said F. W. of the second Part, and A. B. of, &c. of the third Part, reciting therein in Effect as is herein before recited; and reciting also, That he the said E. C. in Consideration of the Sum of, &c. to him in Hand paid by the said A. B. at the Ensealing and Delivery thereof, at the Request, and by the Consent and Direction of the said F. W. testified by his being a Party thereto, and executing thereof; he the said E. C. by the like Consent and Direction of the said F. W. testified as aforesaid, *Did* bargain, sell, assign, transfer and set over unto the said A. B. his Executors, Administrators and Assigns, *All* and singular the said Messuage, Lands and Premises above recited, to have been granted unto the said E. C. in and by the said recited Indenture; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said E. C. his Executors, Administrators and Assigns,

signs, of, in and to the same Premises, or any Part or Parcel thereof, together with the said recited Indenture, and all other Deeds, Evidences and Writings which the said E. C. had, touching or concerning the same; *To be had and bolden* unto the said A. B. his Executors and Administrators, from the Date thereof, for and during all the rest, Residue and Remainder of the above recited Term of 1000 Years therein then to come and unexpired. *And* the said F. W. for the Consideration aforesaid, and of the Sum of, &c. to him in Hand also paid by the said A. B. *Did* grant, ratify and confirm unto the said A. B. his Executors, Administrators and Assigns, the aforesaid Messuage and Premises, and all his the said F. W.'s Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as well in Law as Equity, of, in and to the same, or any Part thereof; *To be had and bolden* unto the said A. B. his Executors, Administrators and Assigns, for and during the Remainder of the said Term of 1000 Years then to come and unexpired, absolutely acquitted and discharged of and from the Proviso or Condition above mentioned, and of and from all Power, Benefit and Equity of Redemption of the same Premises by Means thereof: Which said last recited Indenture was defeasible on Repayment by the said F. W. to the said A. B. of the said Sum of, &c. with the Interest thereof, at a certain Day therein mentioned then to come, and now long since past, as in and by the same Indenture may more fully appear. *And whereas* Failure of Payment was made of the said Sum of, &c. and the Interest thereof, by Means whereof the said Premises above mention'd became forfeited to the said A. B. and his said Estate and Interest therein, during the Remainder



of the said Term of 1000 Years, became in Law absolute. *And whereas* the said A. B. afterwards lent unto the said F. W. on his Bond the Sum of, &c. *And whereas* the said A. B. by Indenture bearing Date, &c. made between the said A. B. of the one Part, and the said M. E. of the other Part, reciting therein in Effect as is herein before recited, *Did* acknowledge that his Name was used in the said last recited Indenture and Bond, by the special Nomination and Appointment of the said M. E. and *in Trust* for her; and the several Sums of, &c. and, &c. above mentioned to be by the said A. B. paid to the said F. W. were and are the proper Monies of the said M. E. And therefore, in Pursuance of the Trust in him the said A. B. reposed by the said M. E. he the said A. B. *Did* thereby transfer and assign the Premises, with their Appurtenances, and all his Right, Title and Interest, of, in and to the same, unto the said M. E. *To be had and holden* unto the said M. E. for and during all the then Residue of the said Term of 1000 Years, as in and by the said last recited Indenture may more fully appear. *And whereas* the said F. W. is lately dead without Issue, and the Reversion and Equity of Redemption of the said Premises is descended and come unto the said L. W. his Brother and Heir. *And whereas* upon Account this Day made up between the said L. W. the younger, and the said M. E. of and concerning both the said Debts, and the Interest thereof; there remains justly due and owing from the said L. W. to the said M. E. for Principal and Interest on the said Mortgage and Bond, the full Sum of, &c. *And whereas* the said W. B. hath lately contracted and agreed with the said L. W. the younger, and K. W. of, &c. Widow and Relict

list of the said L. W. the elder, for the absolute Purchase of the Fee-Simple and Inheritance of all and singular the said Premises above mentioned, (amongst divers other Things) for the Sum of, &c. And in Pursuance thereof, in and by certain Indentures of Lease and Release, bearing Date, &c. last past, made between the said L. W. K. W. and one W. S. of the one Part, and the said W. B. of the other Part; they the said L. W. the younger, K. W. and W. S. have granted and conveyed the said Premises (amongst other Things) unto the said W. B. and his Heirs; as by the said Indentures of Lease and Release may more fully appear. Now to the end the said Term of 1000 Years may be preserved and kept on Foot to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term: *This present Indenture witnesseth*, That the said M. E. for and in Consideration of the Sum of, &c. to her in Hand paid by the said W. B. (by and with the Consent of the said L. W. the younger) testified by his being a Party to, and signing and sealing of these Presents) the Receipt whereof the said M. E. doth hereby confess and acknowledge; and in Consideration also of 5 s. of, &c. to the said M. E. in Hand paid by the said J. P. and J. H. the Receipt whereof the said M. E. doth hereby also acknowledge; she the said M. E. by and with the Consent and Agreement of the said L. W. the younger, testified as aforesaid, *Hasb* bargained, sold, assigned and set over, and by these Presents doth bargain, &c. unto the said J. P. and J. H. (by the Nomination and Appointment of the said W. B.) *All* and singular the said Messuage  
or

or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of her the said M. E. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and singular the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. P. and J. H. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years above mentioned which is yet to come and unexpired; *In Trust* for the said W. B. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the said Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances. And the said M. E. for herself, her Executors and Administrators, doth covenant and grant to and with the said W. B. his Executors, Administrators and Assigns, That she the said M. E. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *In Witness, &c.*

*Assignment of a Term of Years, in Trust to such Uses as shall be declared in and by a subsequent Indenture.*

**T**His Indenture Tripartite, made, &c. Between R. T. of, &c. Son and Heir of J. T. Senior, late of, &c. deceased, on the Body of M. his



his Wife begotten; (which said *J. T.* was Son and Heir of *R. T.* Senior, deceased, on the Body of *C.* his Wife begotten) of the first Part; *N. W.* of, &c. *H. C.* of, &c. and *S. F.* Junior, of, &c. Executors of the last Will and Testament of *A. C.* late of, &c. deceased, and *W. C.* of, &c. Residuary Legatee named in the last Will and Testament of the said *A. C.* his late Father deceased, of the second Part; and *C. P.* of, &c. of the third Part. Whereas the said *C. T.* by the Name of, &c. and the said *J. T.* her Son, by Indenture bearing Date, &c. and made between the said *C. T.* and *J. T.* of the one Part, and *E. T.* of, &c. of the other Part, in Consideration of the Sum of, &c. to them in Hand paid by the said *E. T.* Did demise, grant, bargain and sell unto the said *E. T.* (amongst other Things) All that their Land held jointly or apart in the Parish of, &c. one Piece or Parcel of Pasture Ground commonly called, &c. containing, &c. (be it more or less) one other Piece or Parcel of Meadow Ground, situate, lying and being in, &c. with the Appurtenances, To hold unto the said *E. T.* his Heirs, Executors, Administrators and Assigns, for the Term of 2000 Years thence next following, and fully to be ended, under a Pepper-Corn Rent, defeasible on Repayment by the said *C. T.* and *J. T.* unto the said *E. T.* of the said Sum of, &c. and Interest, at certain Days therein mentioned then to come, and now long since past, as in and by the said recited Indenture may more fully appear: Which said Term of 2000 Years afterwards, by divers Mesne Assignments, came to and vested in the said *A. C.* deceased, defeasible on Payment of, &c. and Interest. And whereas the said *A. C.* is since dead, but before his Death made his last Will and

Testa-

Testament in Writing, and the said *N.W. S. F. Senior, H. C. and S. F. Junior*, Executors thereof; and after Payment of all his Debts and Legacies, gave the Residue and Surplus of his Estate to the said *W. C.* his Son, as in and by the said Will may more fully appear. *And whereas* the said *N.W. S. F. Senior, H. C. and S. F. Junior*, have since proved the said Will in the Prerogative Court of Canterbury, as may appear. *And whereas* upon an Account made up between the said *R. T.* and the said *N.W. S. F. Senior, H. C. S. F. Junior*, and *W. C.* there remained due unto the said *N.W. S. F. Senior, H. C. and S. F. Junior*, the full Sum of, &c. Which said Sum of, &c. hath been paid unto the said *N.W. S. F. Senior, H. C. and S. F. Junior*, by *J. R. of, &c. and Dame S. C.* of the same City, by and with the Consent of the said *R. T.* And thereupon the said *N.W. S. F. Senior, H. C. and S. F. Junior*, have with the Consent as well of the said *R. T.* as of the said *W. C.* assigned all and every the said Messuages, Lands and Tenements, in the said first recited Indenture mentioned, (except, &c.) unto the said *J. R.* and *Dame S. C.* for the Remainder of the said Term of 2000 Years which was then to come and unexpired. *Now this Indenture witnesseth,* That the said *N.W. S. F. Senior, H. C. S. F. Junior*, and *W. C.* for and in Consideration that they are fully paid and satisfied all such Moneys as were owing to them, or secured by, upon or out of the said mortgaged Premises; and in Consideration also of the Sum of *5 s.* of, &c. to them in Hand paid by the said *C. P.* the Receipt whereof they do hereby confess and acknowledge; they the said *N.W. S. F. Senior, H. C. and S. F. Junior*, at the Request, and by and with the Consent, Direction and Appointment,

ment, as well of the said R. T. as of the said W. C. (testified by their being made Parties to, and signing and sealing of these Presents) *Have*, and every and either of them hath bargained and sold, assigned and set over, and by these Presents do, and every and either of them doth bargain, &c. unto the said C. P. *All* those the said several Closes or Parcels of Ground above mentioned, to be situate, lying and being in, &c. and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of them the said N. W. S. F. Senior, H. C. and S. F. Junior, of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said Closes, Parcels of Ground and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. P. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 2000 Years above recited which is yet to come and unexpired: *In Trust* for such Ends, Intents and Purposes, as shall be declared in and by one Indenture intended to bear Date the Day after the Date hereof, and to be made between the said C. P. of the one Part, and the said R. T. of the other Part. *And* each of them the said N. W. S. F. Senior, H. C. and S. F. Junior, for himself severally and apart, and not jointly, and for his several Executors and Administrators, doth severally and apart, and not jointly, covenant and grant to and with the said R. T. his Executors, Administrators and Assigns, That they the said N. W. S. F. Senior, H. C. and S. F. Junior, or any or either of them, have not nor hath done



or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. And the said W. C. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. T. his Heirs and Assigns, That he the said W. C. or the said A. C. deceased, or either of them, have not nor hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *In Witness,* &c.

*Assignment of an Assignment in Trust, made from the former Trustees to new ones, to attend a Mortgage of Lands for a Term of Years.*

**T**His Indenture Tripartite, made, &c. Between T. S. of, &c. and T. O. of, &c. (Administrator, with the Will annexed of T. O. the elder, his late Father deceased) and J. P. of, &c. of the first Part; R. B. of, &c. of the second Part; and R. B. of, &c. of the third Part. *Whereas,* &c. [Here recite a Mortgage of the Premises from A. B. to C. D. for 200 Years.] And whereas in and by one Indenture Tripartite, bearing Date, &c. made between the said C. D. of the first Part, the said A. B. of the second Part, and the said T. S. and T. O. the elder, and J. P. of the third Part; reciting therein in Effect as is herein before recited: And reciting further, That the said A. B. had by Indentures of Lease and Release, bearing Date, &c. in Consideration of the Sum of, &c. granted and conveyed the Inheritance and Fee-

Simple of the said Messuages, Lands and Hereditaments above recited, to the said T. S. and his Heirs: The said C. D. in Consideration that he was fully paid and satisfied all the Monies secured to him by the said Term of 200 Years above recited; and to the end the said Term might be assigned and kept on Foot, and might protect the said Premises from all intervening Incumbrances; and in Consideration of 5 s. in Money to him the said C. D. in Hand paid by the said T. O. and S. P. The said C. D. by and with the Consent, Direction and Appointment of the said A. B. testified by his being made a Party to, and signing and sealing thereof, *Did bargain, sell, assign and set over* unto the said T. O. and J. P. *All and singular* the Messuages, Lands, Tenements and Hereditaments above mentioned, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said C. D. of, in and to the said Premises thereby assigned, and of, in and to every or any Part or Parcel thereof, *To be had and holden* unto the said T. O. and J. P. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 200 Years above recited which was then to come and unexpired; *In Trust* nevertheless to and for the only Use and Benefit of the said T. S. his Heirs and Assigns, and such other Person and Persons, to whom the Freehold or Inheritance of the said Premises thereby assigned should from Time to Time appertain and belong, and to wait and attend on the Reversion, Freehold and Inheritance thereof, and to, for or upon none other Trust, Intent or Purpose whatsoever, as in and by the said last recited Indenture may more fully appear. *Now this Indenture witnesseth,*

*scilicet*, That the said T. O. and J. P. in Pursuance and Performance of the Trust in them reposed by the said T. S. as aforesaid; and in Consideration also of 5 s. in Money to them the said T. O. and J. P. in Hand paid by the said R. L. the Receipt whereof is hereby acknowledged: They the said T. O. and J. P. at the Request, and by the Direction and Appointment of the said T. S. testified by his being made a Party to, and signing and sealing of these Presents; *Have*, and either of them hath bargained and sold, assigned and set over, and by these Presents do, and either of them doth bargain, &c. unto the said R. L. (by the Nomination of the said R. B.) *All* and singular the said Messuages, Lands, Tenements and Hereditaments above mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of them the said T. O. and J. P. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. L. his Executors, Administrators and Assigns, for and during the Remainder of the said Term of 200 Years above recited which is yet to come and unexpired, *In Trust* to and for the said R. B. his Executors, Administrators and Assigns; yet nevertheless to be redeemed and redeemable by the said T. S. his Heirs or Assigns, and to be subject to the Proviso or Condition contained in one Indenture bearing even Date with these Presents, and made between the said T. S. of the one Part,

and



and the said R. B. of the other Part; and to and for none other Use, Intent or Purpose whatsoever. And the said T. O. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. B. his Executors, Administrators and Assigns, That neither he the said T. O. nor the said T. O. his late Father deceased, nor E. O. his Mother deceased, have, or any or either of them hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Messuages, Lands and Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title Estate, or otherwise howsoever. *[A Covenant that J. P. hath done no Act to incumber.]* In Witness, &c.

*An Assignment in Trust of two Terms, made to attend two Mortgages to two several Persons.*

**F**irst recite the Original Mortgage, and the Assignment thereof in Trust, then recite the Mortgages which the Terms are to attend. *[Now this Indenture witnesseth, &c. [Pass through the Consideration and Grant as usual.] To have and to hold all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above recited, and every Part and Parcel thereof, with the Appurtenances, unto the said J. J. and T. C. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said several and respective Terms of 99 Years above mentioned, which are yet to come and unexpired, nevertheless upon the Trusts following; (that is to say) As for and concerning all and singular the said Manors, Messuages, Lands, Tenements, Tythes, Hereditaments and Premises above mentioned, to be*

K

situate,

situate, lying and being in, &c. and the Rents, Reversions, Remainders and Services thereof, *In Trust*, and for the only proper Use and Benefit of the said H. C. his Executors, Administrators and Assigns, and to be subject and liable to be redeemed on the said E. B.'s Payment to the said H. C. of the said 4000 l. and Interest, according to the Purport of the said Indenture of the first Day of this instant, &c. And as for and concerning all and singular the said Manors, Messuages, Lands, Hereditaments and Premises above mentioned, to be lying and being in, &c. and the Rents, Reversions, Remainders and Services thereof, *In Trust*, and for the only proper Use and Benefit of the said J. E. and R. H. their Executors, Administrators and Assigns; and to attend and wait on the said Indenture of Assignment above mentioned, to bear Date the second Day of this instant, &c. and to be subject and liable to be redeemed by the said E. B. his Heirs and Assigns, on full Payment of the said 4000 l. and Interest, according to the Purport of the same Indenture, and to and for none other Use, Intent, Trust or Purpose whatsoever. [Here add usual Covenants from the proper Parties, That they have done no Acts to incumber.] *In Witness,* &c.

Mort.

*Mortgages of Personal Estates; and also of Leases and Lands for Years, Lives, and in Fee.*

*A Mortgage of Tallies and Orders, as a Security for a Sum of Money lent on Bond.*

**T**His Indenture Tripartite made, &c. Between R. P. of, &c. of the first Part; R. D. Junior, of, &c. of the second Part; and R. D. Senior, of, &c. of the third Part. Whereas the said R. D. Junior, in Pursuance of a late Act of Parliament, entituled, &c. hath on, &c. last past paid into the Receipt of *Exchequer* five several Hundred Pounds, and thereupon five several Orders, bearing Date, &c. pursuant to the said Act of Parliament, were made in the Name of the said R. D. Junior; which said several Sums were afterwards transferred to Annuities during the respective Lives, (*viz.*) Two of the said Annuities during the Life of the said R. P. One other of the said Annuities during the Life of M. P. Daughter of the said R. P. And the two other of the said Annuities during the Life of J. B. of, &c. as by the five several Tallies and Orders thereon may more fully appear. And whereas the said five several Sums of 100 l. so paid into the Receipt of the *Exchequer* were the proper Monies of the said R. P. and the Name of the said R. D. Junior, was only used in Trust for the sole Use and Benefit of the said R. P. his Executors Administrators and Assigns. And whereas W. C. of, &c. and the said R. P. are in



and by one Bond or Obligation, bearing Date, &c. became bound unto the said R. D. Senior, in the penal Sum of, &c. conditioned for the Payment of, &c. on, &c. now next ensuing, as by the said Bond may more at large appear. *Now this Indenture witnesseth*, That the said R. P. for the better securing the Payment of the said Sum of, &c. unto the said R. D. Senior: And in Consideration also of the Sum of 5 s. of, &c. to him in Hand paid by the said R. D. Senior, the Receipt whereof is hereby acknowledged; he the said R. P. Hath granted, assigned and set over, and by these Presents doth grant, &c. unto the said R. D. Senior, his Executors, Administrators and Assigns, the said five several Tallies, Orders and Annuities, and Sums of Money payable by Ver- tue of the said Tallies and Orders, and every of them: And all the Right, Title, Interest, Benefit, Property, Claim and Demand of him the said R. P. of, in and to the same; *To have and to hold*, take and receive, the said five Tallies, Or- ders and Annuities, and all and singular other the Premises, unto the said R. D. his Executors, Administrators and Assigns, during the several re- spective Lives of the several Nominees aforesaid, and as fully and amply to all Intents and Purpo- ses as the said R. P. his Heirs, Executors and Administrators, or any of them, should or might have had, held and enjoyed the same, if this present Grant or Assignment had not been made. *Provided* always, and upon Condition, That if the said R. P. his Heirs, Executors and Admini- strators, or any of them, do and shall well and truly pay or cause to be paid unto the said R. D. Senior, his Executors, Administrators or Assigns, the said Sum of, &c. on the said Day of, &c. according to the true Intent and Meaning of the

said Condition of the said recited Bond; that then, and in such Case, the said R. D. Senior, and R. D. Junior, their Heirs, Executors and Administrators, shall and will assign, or otherwise transfer, all their Right, Title and Interest in and to the Premises, to the said R. P. his Executors or Administrators, or to such other Person or Persons as he or they shall nominate and appoint; any Thing herein contained to the contrary notwithstanding. And the said R. P. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. D. Senior, his Executors, Administrators and Assigns, and to and with every of them, That from and after Default shall be made of or in Payment of the said Sum of £. 2. to the said R. D. Senior, his Executors or Administrators, or any Part thereof, that then it shall and may be lawful to and for the said R. D. Senior, his Executors, Administrators and Assigns; and every of them, to have, hold, receive and enjoy the said several Annuities. And the said R. P. doth for himself, his Heirs, Executors and Administrators, direct and appoint the said R. D. Junior, his Heirs, Executors, Administrators and Assigns, and every of them, from Time to Time to pay to the said R. D. Senior, his Executors, Administrators and Assigns, the said several yearly Annuities, and all Profits and Advantages whatsoever, by Reason or Means of the said several Tallies or Orders, or either of them. In Witness, &c.

And of all or any other Particulars which may be required to be done, the said Parties shall and may at all Times and at all Places, in Performance of the above

*A Mortgage of Castle by Way of Bargain and Sale  
on Condition.*

**K** Now all Men by these Presents, That G. F. of, &c. in Consideration of the Sum of &c. to him in Hand paid by H. E. of, &c. Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said H. E. All those six Cows of him the said G. F. now in, &c. To have and to hold the said six Cows unto the said H. E. his Executors, Administrators and Assigns for ever. *Provided* always and upon Condition, that if the said G. F. his Executors, Administrators and Assigns, do and shall well and truly pay or cause to be paid unto the said H. E. his Executors, Administrators, or Assigns, the full Sum of, &c. in and upon, &c. next coming, that then these Presents, and every Thing herein contained, shall cease, determine and be void, any thing herein contained to the contrary thereof in any wise notwithstanding. And the said G. F. for himself, his Executors and Administrators, doth covenant and grant to and with the said H. E. his Executors and Administrators, that he the said H. E. his Executors, Administrators and Assigns, shall and may at all Times hereafter (after Default shall be made in Performance of the Proviso or Condition aforesaid) peaceably and quietly hold and enjoy the said Cows and every of them, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of the said G. F. and of all or any other Person and Persons whatsoever. And lastly, It is agreed between the said Parties, that he the said G. F. and his Assigns, shall and may at all Times until Default in Performance of the Proviso or Condition above



above expressed, use the said Cows, and every of them, any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

*A Mortgage of Goods.*

**T**His Indenture made, &c. Between J. G. of, &c. of the one Part, and L. H. of, &c. of the other Part: *Witnesseth*, That the said J. G. for and in Consideration of the Sum of, &c. to him in Hand paid by the said L. H. at and before the Sealing and Delivery of these Presents, the Receit whereof the said J. G. doth hereby acknowledge, he the said J. G. *Has* bargained and sold, and by these Presents doth bargain and sell unto the said L. H. one Waggon with the Horse Tackle and other Appurtenances thereto belonging, and also, &c. *To have and to hold* the said Waggon and all other the Goods and Chattles above by these Presents bargained and sold unto the said L. H. as his own proper Goods and Chattels, from henceforth for ever. *Provided* always and upon Condition, that if the said J. G. his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the said L. H. his Executors, Administrators or Assigns, at or in, &c. situate, &c. the Sum of, &c. without any Deduction or Abatement for Taxes or any other Impositions whatsoever, That then this present Indenture, and every thing herein contained, shall cease, determine and be void. And the said J. G. for himself, his Executors and Administrators, doth covenant and grant to and with the said L. H. his Executors, Administrators and Assigns, that he the said J. G. his Executors or Administrators, shall and will, well and truly pay or cause to be paid unto the said L. H. his

Executors, Administrators or Assigns, the Sum of, &c. at the Days and Times, and in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said L. H. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Waggon, and all and singular other the Goods and Premises above-mentioned, and every of them, to his and their own proper Use and Uses for ever, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. G. his Executors or Administrators, or of any other Person or Persons whatsoever. And the said L. H. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said J. G. his Executors, Administrators and Assigns, that he the said L. H. his Executors, Administrators and Assigns, shall and will immediately, upon the Receipt of the said Sum of, &c. at the Days and Times above-mentioned, at the Request of the said J. G. deliver or cause to be delivered unto the said J. G. his Executors, Administrators or Assigns, All and singular the Premises above-mentioned (which are now received by the said L. H. of the said J. G.) in as good Case and Condition as the same, and every of them now are at this present Time. In Witness, &c.

*A Bill of Sale of Goods, on Condition, as a Security for Monies due on Bond and otherwise.*

**T**His Indenture made, &c. Between A. B. of, &c. of the one Part, and J. C. of, &c. of the other Part: Whereas the said A. B. is and standeth

standeth justly indebted unto the said J. C. in several Sums of Money, amounting in the Whole to 100 l. of, &c. partly upon a Bond entred into by the said A. B. to the said J. C. with Condition for the Payment of, &c. on, &c. and partly upon an Account made up between the said A. B. and J. C. of and for Goods sold, and Monies paid and laid out by the said J. C. for the said A. B. *In Consideration* thereof, and as well for the better securing and more sure Payment of the said 100 l. to the said J. C. his Executors, Administrators or Assigns, on or before, &c. next ensuing the Date hereof; *As* also for the better securing and more sure Payment to him or them, of all such Debts as he the said A. B. shall hereafter contract with the said J. C. at such Days and Times, and in such Manner and Form as the same shall grow due and owing, from Time to Time, according to the Tenor and Effect of every future Contract and Agreement, to be had and made by and between the said A. B. and J. C. and for divers other good Causes and Considerations, him the said A. B. therunto especially moving, *Hath* granted, bargained, and sold, and by these Presents doth grant, &c. unto the said J. C. his Executors, Administrators and Assigns, *All* and singular the Goods, Chattels, Utensils and Things mentioned and expressed in the Schedule thereof hereunto annexed; *To have and to hold* all and singular the said Goods, Chattels and Premises, to the said J. C. his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels, and to his and their own proper Use and Behoof for ever. *Provided* always and upon Condition nevertheless, that if the said A. B. his Executors, Administrators or Assigns, do and shall, well and truly pay or cause to be paid unto



to the said J. C. his Executors, Administrators or Assigns, the said Sum of 100*l.* on, &c. next ensuing the Date hereof. And also do and shall from Time to Time, well and truly pay and satisfy him the said J. C. his, &c. all such Sum or Sums of Money as shall be due and owing to the said J. C. by or upon any such future Contract or Agreement as aforesaid, by such Part and Parts at such Days and Times, and in such Manner and Form as the same shall be contracted or agreed to be paid by and between them, their Executors or Administrators respectively, according to the Tenor and Effect of every such future Contract and Agreement, without Covin or Fraud, that then and from thenceforth this present Writing, and every Grant, Matter and Thing herein contained, shall cease and be void to all Intents and Purposes whatsoever, any Thing herein contained to the contrary notwithstanding. And the said J. C. for himself, his Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors and Administrators by these Presents, That 'till Breach or Non-performance shall be made of the Proviso or Condition aforesaid, he the said A. B. his Executors and Administrators, shall or lawfully may have, hold, use and enjoy all and singular the said Goods and Premises, he or they not abusing or misusing the same or any of them, without any Let or Interruption of or by him the said J. C. his Executors, Administrators or Assigns.

*In Witness, &c.*

*A Bargain and Sale of Goods and Merchandizes, mentioned in an Invoice ship'd on Board a Ship and consigned to the Master, with an Assignment of two Policies of Insurance, one of so much etc. and the other of such a Sum Home, &c. made as a Security for a Sum of Money, &c.*

**T**his Indenture made, &c. Between G. W. of, &c. Merchant, of the one Part, and B. A. of, &c. Mariner, of the other Part; Witnesseth, That the said G. W. for and in Consideration of the Sum of, &c. to him in Hand paid by the said B. A. the Receipt whereof he the said G. W. doth hereby confess and acknowledge, Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said B. A. All such Cutlery Wares and other Goods, Wares and Merchandizes lately ship'd on Board the good Ship called the, &c. of, &c. J. H. Master, bound for, &c. on the proper Account and Risque of the said G. W. and consigned to the said J. H. All which Goods and Merchandizes are mentioned and expressed in a certain Invoice or Paper bearing Date, &c. last past, as may appear. And also all the Produce, Profits, Proceeds and Retornes thereof; and all the Right and Interest of the said G. W. of, in or to the said Premises or any Part thereof. To have and to hold all and singular the said Premises hereby bargained and sold, or mentioned or intended to be hereby bargained and sold, and every Part and Parcel thereof with the Appurtenances, unto the said B. A. his Executors, Administrators and Assigns, as his and their own proper Goods and Chattels, and to his and their own proper Use and Behoof from henceforth for ever, And whereas J. B. of, &c. hath by Note under his Hand bearing Date, &c. last promised to ensure unto

unto the said G. W. 40 l. on the said Ship, &c. to the Port of her Discharge in, &c. and that the said Note be construed as a Subscription of a Policy of Insurance on Goods on Board the said Ship, with Abatements, &c. And whereas in and by one other Note of the same Date, under the Hand of the said J. B. he the said J. B. did promise to insure unto the said G. W. 40 l. on the said Ship, &c. from the Port of her Lading in, &c. to her Port of Discharge in Great Britain, and the said Note to be construed as a Subscription on a Policy of Insurance for Goods on Board the said Ship, with Abatements, &c. again, and by the said Notes may appear. Now this is the sentence for her witnesseth, That the said G. W. for the Considerations aforesaid, hath assigned and set over, and by these Presents doth assign and set over unto the said B. A. his Executors, Administrators and Assigns, the said two several Notes above mentioned, and all Benefit and Advantage of them, and either of them, and all Monies to be recovered on them or either of them. Provided always, and upon Condition, that if the said G. W. his Heirs, Executors or Administrators, do and shall, well and truly pay or cause to be paid unto the said B. A. his Executors, Administrators or Assigns, the full Sum of, &c. without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the said G. W. stands bound to the said B. A. in the penal Sum of, &c. that then and from thenceforth these Presents, and every Covenant, Clause, Matter and Thing herein contained, shall cease and be void, any Thing herein contained to the contrary



ry thereof in any will notwithstanding. And the  
 said G. W. hath made, ordained, constituted and  
 appointed, and by these Presents doth make, or-  
 dain, constitute and appoint the said B. A. his  
 Executors, Administrators and Assigns, his true  
 and lawful Attorney and Attornies, in the Name  
 and Names of the said G. W. his Executors, Ad-  
 ministrators and Assigns, but to and for the Use  
 of the said B. A. his Executors, Administrators  
 and Assigns, to ask, demand, sue for, recover and  
 receive of and from the said J. B. his Executors  
 and Administrators, the several Sums by him insu-  
 red and agreed to be paid, as aforesaid, towards  
 Payment and Satisfaction of the said, &c. above-  
 mentioned, and Acquittances and Discharges  
 for him and them, in his and their Name and  
 Names to give for the same, he the said G. W.  
 giving and hereby granting unto his said Attor-  
 ney and Attornies, his full and absolute Power  
 in the said Premises. And the said G. W. for  
 himself, his Executors and Administrators, doth  
 covenant, promise and grant to and with the said  
 B. A. his Executors, Administrators and Assigns,  
 that he the said B. A. shall and lawfully may  
 from Time to Time, and at all Times from and  
 after Default shall be made in Performance  
 of the Proviso or Condition herein before con-  
 tained, peaceably and quietly have, hold, use,  
 occupy, possess and enjoy, and receive and take  
 to his and their own Use and Benefit, All and sin-  
 gular the said Goods, Chattels and Premises  
 hereby bargained and sold, or mentioned or in-  
 tended to be hereby bargained and sold, and  
 every Part thereof, with the Appurtenances, with-  
 out the Let, Trouble, Hindrance, Molestation,  
 Interruption or Denial of the said G. W. his Exe-  
 cutors, Administrators or Assigns, or of or by any  
 other

other Person or Persons whatsoever. In Witness, &c.

*A Mortgage of an Annuity.*

**T**His Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: Whereas in and by one Indenture bearing Date, &c. made between F. G. of, &c. of the one Part, and the said A. B. of the other Part, the said F. G. for the Considerations therein-mentioned, did give, grant and confirm unto the said A. B. and his Assigns, one Annuity or yearly Rent-charge of, &c. to be received and issuing out of a Messuage or Tenement called, &c. situate, &c. in the Tenure of, &c. To hold unto the said A. B. his Executors, Administrators and Assigns, for and during the Term of, &c. from thence next ensuing, and fully to be compleat and ended, payable half Yearly by equal Portions, As in and by the said recited Indenture may more fully appear. Now this Indenture witnesseth, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby confess and acknowledge, he the said A. B. Hath bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said C. D. the said Annuity or yearly Rent of, &c. above-mentioned, to be issuing and payable out of the said Messuage, &c. so to him granted as aforesaid: And also all the Estate, Right, Title, Interest, Claim and Demand of him the said A. B. of, in and to the same: To have and to hold the said Annuity, or yearly Rent-charge of, &c. above-mentioned, unto the said C. D. his Executors, Administrators and Assigns, for and during

all

all the Rest, Residue and Remainder of the said Term of, &c. above-recited, which is yet to come and unexpired. *Provided* always, and it is covenanted and agreed by and between the said Parties to these Presents, that if the said A. B. his Executors, Administrators and Assigns, do and shall, well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming without any Deduction, &c. then these Presents, and every Thing herein contained shall cease, determine and be void, any Thing herein contained to the contrary notwithstanding. *And* the said A. B. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. his Executors, Administrators or Assigns, shall and will, well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said Sum of, &c. in and upon the said Day of, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, that he the said C. D. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold, receive and enjoy the said Annuity or yearly Rent above-mentioned, and every Part thereof, for and during all the rest and Residue of the said Term of, &c. above-mentioned, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs, Executors or Administrators, or of



of any other Person or Persons, claiming or to claim, by, from or under him, them or any of them. *And lastly*, It is agreed by and between the said Parties to these Presents, that until Default shall be made in Performance of the Proviso or Condition aforesaid, he the said A. B. his Executors, Administrators and Assigns, shall and may have, hold, receive and enjoy the said Annuity or yearly Rent above-mentioned; and every Part thereof to his own proper Use and Benefit, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

*A common Mortgage of Lands for a Term of 500 Years.*

**T**His Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: *Witnesseth*, That the said A. B. for and in Consideration of the Sum of 500 l. of &c. to him in Hand paid by the said C. D. the Receipt whereof he doth hereby confess and acknowledge, he the said A. B. Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. All that Messuage or Tenement, commonly called, &c. and also, &c. situate, lying and being in, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances; *To have and to hold* the said Messuage or Tenement, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 500 Years next and immediately ensuing and following, fully to be compleat and

and ended: *Helding* and paying therefore yearly during the said Term, one Pepper-Corn in and upon the Feast of St. *Michael* the Archangel only, if demanded. *Provided* always and upon Condition, that if the said A. B. his Heirs or Assigns, do and shall, well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the full Sum of 12*l.* 10*s.* of, *&c.* in and upon, *&c.* next coming: And also the further full Sum of 512*l.* 10*s.* of, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth these Presents, and every Thing herein contained shall cease, determine and be void, any Thing herein contained to the contrary notwithstanding. *And* the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. his Heirs or Assigns, shall and will, well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators and Assigns, the said full Sum of 12*l.* 10*s.* of, *&c.* in and upon the said, *&c.* next coming: And also the said further full Sum of 512*l.* 10*s.* of, *&c.* in and upon the said, *&c.* which will be in the said Year of our Lord, *&c.* without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That he the said C. D. his Executors, Administrators and Assigns, shall and may at all Times, after Default shall be made in Performance of the Proviso or Condition herein contain'd, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement,

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ment, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 500 Years hereby granted which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, that he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement and Premises above-mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein-contained, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfecting granting and assuring of all and singular the said Premises above-mentioned, with the Appurtenances unto the said C. D. *To hold* to him, his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above-granted, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators or Assigns, or his or their Council Learned in the Law, shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is ; and it is hereby so declared, that until Default in Performance of the Proviso or Condition herein-contained, he the said C. D. his Heirs and Assigns, shall



shall and may hold and enjoy all and singular the said Premises above mentioned and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of Lands for 1000 Years as a Security for Payment of Money, according to a Bond with Covenant to make future Assurance after Default in Payment, absolutely freed from the Proviso, and all Equity of Redemption, &c.*

**T***His Indenture made, &c. Between Sir C. K. of, &c. of the one Part, and T. E. of, &c. of the other Part; Witnesseth, That the said Sir C. K. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby confess and acknowledge, Hath granted, bargained and sold, and by these Presents doth grant, &c. to the said T. E. All that Capital Messuage, Tenement or Farm, commonly called and known, &c. together with all Lands, &c. thereunto belonging or therewith used, occupied and enjoyed, containing by Estimation, &c. Acres, or thereabouts (be the same more or less) with the Appurtenances, lying and being, &c. in as large and ample Manner and Form, as N. K. Esq; deceased, purchased the same of and from one A. B. Gent. or as he the said A. B. now holds the same, by Lease granted to him by the said N. K. in his Life-time: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises abovementioned, and of every Part and Parcel thereof, with the Appurtenances: To*

have and so hold all and singular the said Messuage or Tenement, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. E. his Executors, Administrators and Assigns, for and during the full End and Term of 1000 Years next and immediately ensuing and following, fully to be compleat and ended: *Tithing* and paying therefore yearly during the said Term one Pepper-Corn, in and upon the Feast of St. Michael the Archangel only, if demanded. *Provided* always, and upon Condition, that if the said Sir C. K. his Heirs, Executors and Administrators, do and shall, well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon the Day, &c. next coming, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation, bearing equal Date herewith, wherein the said Sir C. K. is and standeth bound to the said T. E. in the penal Sum of, &c. of like, &c. that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void, any Thing herein contained to the contrary notwithstanding. *And* the said Sir C. K. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said T. E. his Executors, Administrators and Assigns, that he the said Sir C. K. his Heirs, Executors or Administrators, shall and will, well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said Day of, &c. next coming, without any Deduction or Abatement,

ment, as aforesaid, according to the true Intent and Meaning of these Presents. *And* the said Sir C. K. for himself, his Heirs and Assigns, doth also covenant and grant to and with the said T. E. his Executors, Administrators and Assigns, that he the said T. E. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuage, Farm Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said Sir C. K. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said Sir C. K. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of *All* and singular the said Premises above-mentioned, with the Appurtenances unto the said T. E. *To hold* to him the said T. E. his Executors, Administrators and Assigns, for and during the Remainder of the said Term of 1000 Years above-mentioned, which shall be



then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises, by Vertue or Colour thereof, or otherwise howsoever, as by the said T. E. his Executors, Administrators or Assigns, or his or their Council Learned in the Law shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said Sir C. K. his Heirs and Assigns, shall and may hold and enjoy all and singular the said Premises above-mentioned, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit, any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of Lands given by Will subject to Payment of several Legacies made for 500 Years from the Devisee, and two other Persons, to whom several different Terms were assigned in Trust, to attend the Fee on the Devisors purchasing the Premises.*

**T**HIS Indenture Tripartite made, &c. Between T. S. of, &c. of the first Part, S. P. of, &c. and T. O. of, &c. of the second Part, and R. B. of, &c. of the third Part: *Whereas* S. S. late of, &c. deceased, Uncle of the said T. S. being seized in Fee-Simple of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, did duly make and publish his last Will and Testament

ment in Writing bearing Date, &c. and therein and thereby (amongst divers other Things) gave and devised the same to the said T. S. his Heirs and Assigns for ever, subject to the Payment of several Legacies in Manner, and in the Words, or to the Effect following (*viz.*) I give and bequeath unto my Niece K. R. Daughter of my Sister S. R. 50*l.* to be paid to her by my Nephew T. S. herein after named, Son of my Brother T. S. within one Year next after my Decease. *Item*, I give to every Son and Daughter of, &c. 50*l.* a Piece to be paid, or secured to them respectively by my said Nephew T. S. as soon as they shall respectively attain the Age of 25 Years, and not otherwise: And my Will is, and I hereby declare, That in Case my Nephew T. S. shall from Time to Time, as the same shall become due, pay to my said Nephews and Nieces, the Sons and Daughters of, &c. being ten Persons in the whole, or to give to them respectively such Security within six Months after my Decease, as they or their Fathers shall approve for the Payment to them of the said 50*l.* a Piece respectively, then and in such Case, and not otherwise, I hereby give, devise and bequeath unto my said Nephew T. S. *All* that Tenement now in Hand, called by the Name of, &c. late in the Tenure of, &c. being Part of my Manor of, &c. in, &c. And also all the Reversion and Inheritance of all those several Tenements, and all Lord's Rents and Herriots to each of them belonging, now in the several Possessions of, &c. with the Royalty or Lordship of my said Manor of, &c. with its Rights, Members and Appurtenances; *To hold* to my said Nephew T. S. and his Heirs and Assigns for ever, as in and by the said Will may more fully appear. *And whereas* the said T. S. hath since paid and secured

or agreed to pay and secure the several Legacies before given to the several Persons to whom they respectively are bequeathed; and hath also obtained a Release of all and singular the Premises from J. S. Gent. eldest Brother and Heir of the said S. S. deceased. *Now this Indenture witnesseth*, That the said T. S. for and in Consideration of the Sum of, *&c.* to him in Hand paid by the said R. B. the Receipt whereof he doth hereby acknowledge: And the said S. P. in Pursuance and Part of Performance of a Trust in him reposed by the said S. S. deceased, and in Consideration also of the Sum of *5 s.* in Money to the said S. P. in Hand paid by the said R. B. the Receipt whereof is hereby also acknowledged, he the said T. S. and the said S. P. by the Direction and Appointment of the said T. S. testified by his being a Party to and signing and sealing hereof, *Have* and each of them hath granted, bargained and sold, and by these Presents do and each of them doth grant, *&c.* unto the said R. B. *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, to be given and devised to the said T. S. by the last Will and Testament of the said S. S. deceased, and every Part and Parcel thereof, with the Appurtenances (except the Tenement in the Possession of the said, *&c.* the Reversion and Inheritance whereof the said T. S. hath lately sold and conveyed or contracted and agreed to sell and convey to the said, *&c.* and his Heirs): And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever, of him the said T. S. situate, lying and being in, *&c.* whereof or wherein he the said T. S. or any other Person or Persons in Trust for him, is or are seized of any Estate of Inheritance in Possession, Reversion or

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Remainder, by Vertue of the Will of the said S. S. or otherwise, together with all and singular Ways, Waters, Watercourses, Fishings, Fowlings, Royalties, Trees, Woods and Underwoods, Commons and Common of Pasture, Easements, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said several Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and hereby intended to be granted, bargained and sold, belonging or in any wise appertaining or accepted, reputed or taken as Part, Parcel, or Member thereof, or of any Part thereof: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, together with all Deeds, Evidences, Writings and Counterparts of Leases, touching and concerning the same Premises only, or only any Part thereof: *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-recited, and hereby intended to be granted, bargained and sold, and every Part and Parcel thereof, with the Appurtenances unto the said R. B. her Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years next and immediately ensuing and following, and fully to be compleat and ended: *Yielding* and paying therefore yearly one Pepper-Corn in and upon the Feast Day of St. Michael the Archangel (only, if demanded.) *And* the said T. O. for and in Consideration of 5 s. to him in Hand also paid by the said R. B. by and with the Direction and Appointment of T. O. in Trust is less than the 500 Years which occasions this separate Grant, &c.

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the said T. S. *Harb* as much as in him lieth granted, ratified and confirmed, *All* and singular the Premises hereby granted and demised or mentioned or intended so to be unto the said R. B. *To have* and to hold unto the said R. B. her Executors, Administrators and Assigns, for all the Term and Interest, which he the said T. S. hath or claimeth thereto. *Provided* always, and upon Condition, that if the said T. S. his Heirs or Assigns, do and shall, well and truly pay or cause to be paid unto the said R. B. her Executors, Administrators or Assigns, the full Sum of, *&c.* in and upon, *&c.* next coming: And also the further full Sum of, *&c.* of like, *&c.* in and upon, *&c.* which will be in the Year of our Lord *&c.* without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, that then and from thenceforth these Presents, and every Thing herein contained shall cease, determine, and be utterly void, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said T. S. for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. B. her Executors, Administrators and Assigns, that he the said T. S. his Heirs or Assigns, shall and will, well and truly pay or cause to be paid unto the said R. B. her Executors, Administrators or Assigns, the said full Sum of, *&c.* in and upon the said, *&c.* next coming, and also the further full Sum of, *&c.* of the like, *&c.* in and upon the said Day, *&c.* which will be in the said Year of our Lord, *&c.* without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also,* That the the said R. B. her Executors, Administrators and Assigns, shall and may after Default shall

shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above-mentioned, and hereby intended to be granted, bargained and sold, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 500 Years above-mentioned, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said T. S. S. P. and T. O. or any or either of them, their or any or either of their Heirs or Assigns, and of all and every other Person or Persons whatsoever. *And further*, that they the said T. S. S. P. and T. O. their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, upon the reasonable Request, and at the Costs and Charges of the said R. B. her Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever for the further, better and more perfect granting and assuring of all and singular the said Messuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said R. B. *To hold* to the said R. B. her Executors, Administrators and Assigns, for and during the Remainder of the said Term of 500 Years



Years above mentioned which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition herein before mentioned, and of and from all Equity and Benefit of Redemption of the said Premises by Vertue or Colour thereof, or otherwise, as by the said R. B. her Executors, Administrators or Assigns, or her or their Counsel learned in the Law shall be reasonably devised, or advised and required. *And* the said S. P. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. B. her Executors, Administrators and Assigns, That he the said S. P. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And* the said T. O. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said R. B. her Executors, Administrators and Assigns, That he the said T. O. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And lastly*, It is agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said T. S. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, all and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and

and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of a House held for Term of One thousand Years by way of Assignment.*

**T**His Indenture made, &c. Between W. H. of &c. and E. his Wife, (Daughter of E. W. who was Executor of W. K. who was Son of R. K.) of the one Part; and G. A. of, &c. of the other Part. *Whereas* E. H. of, &c. by Indenture bearing Date, &c. for the Consideration therein mentioned, Did bargain, sell, demise, grant and to Farm let, unto A. B. Esq; *All* that Messuage or Tenement, with the Appurtenances, situate, lying and being in, &c. and then or late in the Tenure of, &c. or his Assigns. And also all Horses, Edifiers, Buildings, Backsides, Barns, Stables, Gardens, Orchards, Ways, Easements, Profits, Commodities, Lands, Tenements and Hereditaments, with their and every of their Appurtenances to the said Messuage, or Tenement and Premises belonging, or therewith then used, occupied or enjoyed; *To be had and holden* unto the said A. B. his Executors, Administrators and Assigns, immediately from and after the Decease of E. H. for and during the Term of 1000 Years from thence next ensuing, and fully to be complete and ended, without Impediment of Waste, *At* and under the yearly Rent of 3 s. as in and by the said recited Indenture may more fully appear. *And whereas* the said A. B. (after the Death of the said E. H.) by his Indenture bearing Date, &c. for the Considerations therein mentioned, did bargain, sell, af-

assign and set over unto R. K. of, &c. All the said recited Messuage or Tenement, with the Appurtenances above mentioned, *To be had and bolden* unto the said R. K. his Executors, Administrators and Assigns, from, &c. for and during all the rest and Residue of the said Term of 1000 Years, in the said first recited Indenture mentioned which was then to come and unexpired, without Impeachment of Waste, *At* and under the said yearly Rent of 3 *d.* as in and by the said last recited Indenture may more fully and at large appear. *And whereas* the said Messuage or Tenement, and Premises, with the Appurtenances above recited, are now legally come unto and vested in the said W. H. and E. his Wife, or one of them, for the Remainder of the said Term of 1000 Years, as may appear. *Now this Indenture witnesseth*, That the said W. H. and E. his Wife, for and in Consideration of the Sum of, &c. to them or one of them in Hand paid by the said G. A. the Receipt whereof they the said W. H. and E. his Wife do hereby confess and acknowledge; they the said W. H. and E. his Wife, *Have* granted, bargained, sold, assigned and set over, and by these Presents do grant, &c. unto the said G. A. All and singular the said Messuage or Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; (which said Messuage is now known by the Name or Sign of, &c.) And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law of him the said W. H. and E. his Wife, of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and singular



lar the said Messuage or Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said G. A. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years above recited which is yet to come and unexpired: *Provided* always, and upon Condition, That if the said W. H. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said G. A. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the said W. H. and J. H. his Son are and stand bound to the said G. A. in the penal Sum of, &c. of like, &c. That then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine and be void, any Thing herein contained to the contrary notwithstanding. *And* the said W. H. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said G. A. his Executors, Administrators and Assigns, That he the said W. H. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said G. A. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said Day, &c. next coming, according to the true Intent and Meaning of these Presents, and the Condition of the Bond or Obligation above mentioned. *And* the said W. H. for himself, his Executors, Administrators and Assigns, doth further covenant and grant

grant to and with the said G. A. his Executors, Administrators and Assigns, by these Presents, That the said Term of 1000 Years hereby assigned is still in being and subsisting, and not surrendered, discharged, or otherwise avoided. *And* that he the said W. H. at the Time of Sealing and Delivery hereof, hath good Right, full Power and lawful Authority, to grant and assign the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That he the said G. A. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Messuage or Tenement, and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 1000 Years hereby assigned which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. H. his Executors, Administrators and Assigns, or any other Person or Persons whatsoever. *And further*, That he the said W. H. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Messuage, Tenement and Premises above mentioned to be hereby assigned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or

procure to be made, &c. All and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appartenances, unto the said G. A. To hold to him, his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years above recited which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever; as by the said G. A. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. And lastly, It is covenanted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said W. H. his Executors, Administrators and Assigns, shall and may hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

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And doth give unto the said A. B. his Executors, Administrators and Assigns, a Mortgage by Deviser of Land held for Life by the said A. B. for 60 Years, if the Party live so long, and of other Lands not settled in Jointure or otherwise for 500 Years, with two several Habendums, &c. with other benedictions &c.

**T**his Indenture made, &c. Between A. B. of &c. of the one Part; and C. D. of &c. of the other Part: Witnesseth, That the said A. B. for and in Consideration of the Sum of &c. to him in Hand paid by the said C. D. at and before the sealing and delivery of these Presents, the Receipt whereof he doth hereby confess and acknowledge; he the said A. B. hath demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said C. D. All that Messuage or Tenement, &c. situate, &c. And also all those Closets, &c. And also all what other Messuage or Tenement, &c. situate, &c. in the Possession of, &c. Together with one Piece or Parcel of Meadow, &c. containing &c. all lying and being in the said Parish of &c. And also all Ways, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, &c. unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of 60 Years next ensuing, and fully to be compleat and ended, if he the said A. B. shall so long happen to live. And to have and to hold the said Messuage

foage for Tenements, Dands, Hereditaments and  
 Premises above mentioned, to be saine, lying  
 and being in the said Parish of *St. Michael*, and every  
 Part and Parcel thereof, with the Appurtenances,  
 unto the said *C. D.* his Executors, Administra-  
 tors and Assigns, for and during and unto the  
 full End and Term of *900* Years next and imme-  
 diately ensuing and following, fully to be com-  
 pleted and ended, without Impediment of or  
 for any manner of Waste. *Yielding* and paying  
 therefore yearly, During the said Term, one *Peck*  
*per Corn* in and upon the Feast of *St. Michael*  
*the Archangel* only, if demanded: *Provided* al-  
 ways, and upon Condition, That if the said  
*C. D.* his Heirs or Assigns, do and shall well and  
 truly pay or cause to be paid unto the said *C. D.*  
 his Executors, Administrators or Assigns, the full  
 Sum of *£ 100* in and upon, *&c.* without any De-  
 duction, Defalcation or Abatement for Taxes,  
 Assessments, or any other Impositions whatso-  
 ever, either ordinary or extraordinary, that they  
 and their thenceforth these Presents, and every  
 Thing herein contained, shall cease, determine  
 and be void, any Thing herein contained to the  
 contrary notwithstanding. *And* the said *C. D.*  
 for himself, his Heirs and Assigns, doth covenant  
 and grant to and with the said *C. D.* his Execu-  
 tors, Administrators and Assigns, That he the said  
*C. D.* his Heirs or Assigns, shall and will well  
 and truly pay or cause to be paid unto the said  
*C. D.* his Executors, Administrators or Assigns,  
 the said full Sum of *£ 100* in and upon, *&c.* with-  
 out any Deduction as aforesaid, according to  
 the True Intent and Meaning of these Presents.  
*And* also that he the said *C. D.* his Executors,  
 Administrators and Assigns, shall and may at all  
 Times, after Default shall be made in Perform-

ance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said two several Messuages or Tenements, Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said several Terms of 60 Years and 500 Years hereby demised and granted which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further,* That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said *C. D.* To hold to him the said *C. D.* his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Terms of 60 Years and 500 Years hereby granted which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid, and of and from all Benefit and Equity of Redemption of the said Premises by Vertue or Colour thereof, or otherwise howsoever;



ever; as by the said C. D. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs and Assigns, shall and may hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of a Farm for 1000 Years, with a Covenant to save the Mortgagee harmless from all Taxes, &c. and for peaceable Enjoyment, (after Default in the Proviso) free from all Incumbrances; and also a Covenant to levy a Fine, &c.*

**T**His Indenture made, &c. Between M. H. of, &c. and G. H. of, &c. and A. Wife of the said G. H. of the one Part; and Sir F. C. of, &c. Kn<sup>t</sup>, of the other Part: *Witnesseth*, That the said G. H. for and in Consideration of the Sum of 2000 l. of, &c. to him in Hand paid by the said Sir F. C. the Receipt whereof the said G. H. doth hereby confess and acknowledge: And the said M. H. at the Request, and by and with the Consent and Agreement of the said G. H. And in Consideration also of the Sum of 500 l. of like, &c. to him the said M. H. in Hand

paid by the said Sir R. C. the Receipt whereof he doth hereby confess and acknowledge: they the said G. H. and M. H. Hare, and either of them hath granted, bargained and sold, and by these Presents do, and either of them doth grant, &c. unto the said Sir R. C. All that Farm, and all those Closes of Meadow or Pasture Ground, with the Appurtenances, commonly called or known by the Name or Names of, &c. or by all or any of the said Names. And all that the Farm-house, with the Barn, Out-houses and Buildings thereon now standing: And all that Close of Meadow, &c. All which said Premises do contain in the whole, by Estimation, 170 Acres, be the same more or less, and are situate, lying and being in the Parish of, &c. and formerly were in the joint or several Tenures or Occupations of, &c. and late were in the Tenure of, &c. And also all that the little Stream or Rivulet encompassing or adjoining to a great Part of the said hereby granted Premises. And also all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Trees, Woods, Underwoods, Ways, Waters, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage, Farm, Closes of Ground, and Premises above mentioned, every or any Part thereof belonging or appertaining, or therewith or with any Part thereof, as Part, Parcel or Member thereof, demised, letten, used, occupied or enjoyed, reputed, taken or known, as Part, Parcel or Member thereof. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances;

ces; To have and to hold all and singular the said Farm, Messuages, Lands, Tenements, Hereditaments and Possessions here mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir F. C. his Executors, Administrators and Assigns, for and during the Term of 1000 Years next and immediately ensuing and following, and fully to be complete and ended, Tieding and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of St. Michael the Archangel (only if the same shall be lawfully demanded). Provided always, and upon Condition, That if the said G. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said Sir F. C. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; then when and from thenceforth these Presents, and every Thing herein contained, shall cease, determine, and be utterly void to all intents and Purposes whatsoever, any Thing herein contained to the contrary thereof in any wise notwithstanding. And each of them the said G. H. and M. H. severally and apart, and not jointly, and for his several Heirs and Assigns, doth covenant and grant to and with the said Sir F. C. his Executors, Administrators and Assigns, That he the said G. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said Sir F. C. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And

also,



Also, That he the said G. H. his Heirs or Assigns, shall and will at all Times hereafter save harmless and keep indemnified the said Sir F. C. his Executors, Administrators and Assigns, of and from all Taxes and Payments whatsoever imposed or to be imposed, either on the Security hereby given, or the Money hereby secured, or any Part thereof, or on the said Sir F. C. his Executors, Administrators or Assigns, for or in Respect thereof, or of any Part thereof. *And also*, That they the said G. H. and M. H. have, or one of them now hath, good Right, full Power and lawful Authority, in their or one of their own Rights or Right, to grant, bargain and sell, all and singular the said Farm, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir F. C. *To hold* to him, his Executors, Administrators and Assigns, for and during the said Term of 1000 Years above mentioned, according to the true Intent and Meaning of these Presents. *And also*, That the said Sir F. C. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the rest and Residue of the said Term of 1000 Years hereby granted which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said G. H. and M. H. their Heirs and Assigns, and of all and every other

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Person and Persons whatsoever. And that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Fees, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchants and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Appurtenances of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever. And the said G. H. and M. H. for themselves, their Heirs and Assigns, do covenant, grant and agree, to and with the said Sir F. C. his Heirs and Assigns, That they the said G. H. and A. his Wife, and M. H. shall and will on this Side, and before the End of this present Easter Term, before the Queen's Majesty's Justices of the Court of Common-Place at Westminster, acknowledge and levy in due Form of Law unto T. E. of, &c. and his Heirs, One Fine *Sar Conuissance de Droit come ceo, &c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of All and singular the said Premises above mentioned, with the Appurtenances, (amongst other Things) by such Name and Names, Quantities, Qualities, and Numbers of Messuages, Acres and Things, as by the said Sir F. C. or his Council learned in the Law shall be reasonably devised, or advised and required: Which said Fine so to be had and levied in manner aforesaid, and all and every other Fine and Fines already had, or at any Time hereafter to be had, levied, sued or prosecuted, of the said Premises, or any Part thereof, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, *In* the first Place, for the strengthening

ing, corroborating and confirming of the said Term of 1000 Years above mentioned to be granted to the said Sir F. C. Subject nevertheless to the Proviso or Condition herein contained. And from and after the Expiration or other Determination of the said Term, then to the only proper Use and Behove of the said G. H. his Heirs and Assigns forever. *And further*, That to the said G. H. and his Heirs and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Farm and Premises above mentioned, or any Part thereof shall and will at any Time and Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, upon the reasonable Request of the said Sir F. C. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, or all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said Sir F. C. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, discharged of and from the Proviso or Condition aforesaid, and of and from all Bond and Equity of Redemption of the said Premises by Vertue or Colour thereof, or otherwise howsoever, as by the said Sir F. C. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably demised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon,

by



by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared. That the said G. H. his Heirs and Assigns, shall and may, until Default shall be made in Performance of the Provision or Condition aforesaid, peaceably and quietly have, hold and enjoy, all and singular the said Estate and Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of a Manor made to a Man and his Wife for 200 Years, with Exceptions of Incumbrances; and Covenants that six Months Warning shall be given of paying in the Principal Money, &c.*

**T**His Indenture made, &c. Between W. L. of &c. Esq; J. H. of &c. and W. E. of &c. of the one Part; and A. S. of &c. and A. his Wife, of the other Part: *Witnesseth*, That the said W. L. for and in Consideration of the Sum of, &c. to him in Hand paid by the said A. S. the Receipt whereof he the said W. L. doth hereby confess and acknowledge: And the said J. H. and W. E. in Pursuance and Part of Performance of the Trust in them reposed by the said W. L. and at his Instance and Request testified by his joining herein, and signing and sealing hereof, and in Consideration also of, &c. in Money to them in Hand also paid by the said A. S. and A. his Wife, the Receipt whereof is hereby also acknowledged; he the said W. L. and they the said J. H. and W. E. at his Instance and Request, testified as afore-

aforesaid, Have, and every and either of them  
 hath granted, bargained and sold, and by these  
 Presents do, and every and either of them doth  
 grant, &c. unto the said A. S. and A. his Wife,  
 All that the Manor or Lordship of, &c. in the  
 Parish of, &c. in the County of, &c. with the  
 Rights, Members and Appurtenances thereof:  
 And all Lands, Tenements, Pastures, Woods,  
 Commons, Courts, Reliefs, Heriots, Escheats,  
 Fishings, Royalties, Privileges and Hereditaments  
 whatsoever to the said Manor or Lordship, or  
 any Part thereof belonging or appertaining, or  
 accepted, reputed or known, as Part, Parcel,  
 or Member thereof: And also all other the  
 Lands, Tenements and Hereditaments of them  
 the said W. L. J. H. and W. E. situate, lying and  
 being in the Parish of, &c. with their and every  
 of their Appurtenances: And also the Reversion  
 and Reversions, Remainder and Remainders, Rents  
 and Services of all and singular the said Manor,  
 Lordship and Premises above mentioned, and of  
 every Part and Parcel thereof, with the Appur-  
 tenances; *To have and to hold* all and singular  
 the said Manor and Premises above mentioned,  
 and every Part and Parcel thereof, with the  
 Appurtenances, unto the said A. S. and A. his  
 Wife, their Executors, Administrators and Assigns,  
 for and during, and unto the full End and Term  
 of 300 Years next and immediately ensuing and  
 following, fully to be compleat and ended.  
*Tithing* and paying therefore yearly, during the  
 said Term, one Pepper-Corn in and upon the  
 Feast of St. Michael the Archangel only (if de-  
 manded): *Provided* always, and upon Condi-  
 tion, That if the said W. L. his Heirs or Assigns,  
 do and shall well and truly pay or cause to be  
 paid unto the said A. S. and A. his Wife, their

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Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth this present Indenture, and every Thing herein contained, shall cease, determine, and be utterly void, any Thing herein contained to the contrary notwithstanding. And the said W. L. doth by these Presents, for himself, his Heirs and Assigns, covenant and grant to and with the said A. S. and A. his Wife, their Executors, Administrators and Assigns, That he the said W. L. his Heirs and Assigns, shall and will well and truly pay or cause to be paid unto the said A. S. and A. his Wife, their Executors, Administrators or Assigns, the said Sum of, &c. in and upon the said, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, That they the said A. S. and A. his Wife, their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, during the Remainder of the said Term which shall be then to come, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said W. L. his Heirs or Assigns, or of any other Person or Persons whatsoever claiming, or to claim, by, from or under him, them, or any of them, or the said J. H. and W. E. or either of them (except as is herein after excepted): And that  
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freed and discharged, or otherwise, from Time to Time well and sufficiently saved and kept harmless of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had made, committed, done or suffered, or to be had, &c. by them the said W. L. J. H. and W. E. or either of them, or by any other Person or Persons whatsoever claiming, or to claim, by, from or under them, or any or either of them, (except a certain Mortgage made of the said Manor and Premises by the said W. L. J. H. and W. E. to, &c. for the Term of 280 Years, by Indenture dated, &c. last past, for securing 400 l. and Interest, for the Use of A. B. Daughter of the said A. S.) And also, That he the said W. L. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manor and Premises above mentioned, or any Part thereof, by, from or under him, them, or any of them, (except before excepted) shall and will from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, upon the reasonable Request of the said A. S. and A. his Wife, their Executors, Administrators and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more

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perfecting, granting and assuring of all and singular the said Manor and Premises above mentioned, with the Appurtenances, unto the said A. S. and A. his Wife; To hold to them, their Executors, Administrators and Assigns, for and during all their life and Residue of the said Term of 100 Years which shall be thence computed and unexpired, as by the said A. S. and A. his Wife, their Executors, Administrators or Assigns, or either of them, their Counsel learned in the Law shall be reasonably devised, or advised and required. And it is hereby covenanted, granted, concluded and agreed upon, by and between all the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said W. L. his Heirs and Assigns, shall and may, until Default shall be made in Performance of the Proviso or Condition aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Manor and Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary thereof in any wise notwithstanding. And it is hereby further agreed and declared by and between the said Parties to these Presents, That in case the said A. S. and A. his Wife, their Executors, Administrators and Assigns, shall require the principal Money hereby secured to be paid in and at the End of 12 Months from the Date hereof; or if the said W. L. shall be willing to pay in the said principal Sum of, &c. at that time; that then each of them shall give six Months Notice thereof in Writing to the other of them to that Purpose; and in such Case, and not otherwise, the said W. L. shall pay the same, and

and the said A. S. and A. his Wife shall receive the same. *And further*, That neither the said W. L. his Heirs or Assigns, shall after that Time be compelled to pay, or the said A. S. and A. his Wife, their Executors, Administrators or Assigns, shall after that Time be compelled to receive, the said principal Money hereby secured, without giving each other six Months Notice in Writing before Payment thereof. *And* each of them the said J. H. and W. E. for himself severally and apart, and not jointly, and for his several Executors, Administrators and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said A. S. and A. his Wife, their Executors, Administrators and Assigns, That they the said J. H. and W. E. have not, nor either of them hath done or committed any Act, Matter or Thing whatsoever, whereby or where-with the said Manor and Premises, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever (except as is herein before excepted).

*In Witness, &c.*

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*A Mortgage, by way of Assignment, of a Term of 500 Years, devised by Will for Payment of Debts, &c. made by the Executor in Pursuance of a Decree in the High Court of Chancery, to two Persons; one whereof is in Trust for another Person, and the other Party is for himself, being his own proper Monies; with a special Consideration of Debts being paid, and agreed to be paid, mentioned in Schedules; and Proviso to pay such a Sum to one, in Trust for, &c. and such a Sum to the other for his own Use severally, and separate Covenants for Payment accordingly; and Covenant on Payment of the Mortgage-Money; the Mortgagee to assign and transfer the Premises; and also special Covenants for satisfying the Debts, and indemnifying the Executor, &c.*

**T***His Indenture Quadrupartite, made, &c. Between Sir C. K. of, &c. Bart, Cousin and Heir of A. K. late of, &c. of the first Part; J. B. of, &c. the sole Acting Executor of the last Will and Testament of the said A. K. of the second Part; the Right Honourable A. Lord Baron of, &c. and the Lady C. his Wife, of the third Part; and T. E. of, &c. and J. E. of, &c. of the fourth Part. Whereas the said A. K. being seized in Fee-Simple of the Messuages, Lands, Tenements and Hereditaments herein after mentioned to be granted, Did duly make and publish her last Will and Testament in Writing, bearing Date, &c. and therein and thereby ordered, That all her Debts and Legacies should, as soon as might conveniently, be paid; and in case her personal Estate should fall short to do it, then that her real Estate should be charged therewith, and*

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liable thereto: And for that End, devised to the said J. B. and to one M. M. whom she named her Trustees and Executors, *All* her Lands, Tenements and Hereditaments whatsoever, *To hold* to them, their Executors, Administrators and Assigns, for the Term of 500 Years next after the Day of her Death; upon *Truſt*, That they might by Mortgage or Mortgages of the same, or any Part thereof, from Time to Time, as should be necessary, raise and pay such Deficiency; and thereby gave and bequeathed, &c. [*Here recite the whole Will.*] as in and by the said Will may more fully appear. *And whereas* the said A. K. soon after died, and the said M. M. hath renounced the said Executorship and Trust, and the said J. B. alone proved the said Will in common Form in the Prerogative Court of *Canterbury*. *And whereas* by an Order or Decree, bearing Date, &c. made in the High Court of *Chancery*, in a Cause there depending between the said Sir C. K. Sir J. T. Bart, and Dame J. his Wife, Plaintiffs, and the said J. B. Defendant, it was ordered and decreed, That the said Defendant J. B. should come to an Account before Mr. R. one of the Masters of the said Court, for what of the personal Estate of the said Testatrix A. K. had come to his Hands, or to the Hands of any other Person for his Use: In the taking of which Account, the said Master was to make unto the said Defendant all just Allowances; and the said Master was to take an Account of the Debts of the said Testatrix, and of Legacies given by her Will, and what of the said Testatrix's personal Estate should upon the said Account appear to be in the said Defendant's Hands: It was ordered and decreed, That the same should be applied to pay her Debts and

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Legacies, and the specifick Legacies were to be delivered in Specie to the Persons to whom the same were devised. And in case the said Testatrix's personal Estate, which upon the said Account should appear to be in the said Defendant's Hands, should be sufficient to pay all the said Testatrix's Debts and Legacies; then it was ordered and decreed, That the said Defendant should assign the said Term of 500 Years to the Plaintiff Sir C. K. upon his giving Security to indemnify the said Defendant against any Debts which might hereafter appear. But if the Testatrix's personal Estate should not be sufficient to pay all the said Testatrix's Debts and Legacies; then it was ordered and decreed, What the same should so fall short, should be raised and made good by Sale or Mortgage of the said Term of 500 Years; and that the said Master was to direct the same to be sold or mortgaged for that Purpose. And it was further ordered and decreed, That what upon the said Account should appear to belong to the said, &c. should be divided according to Act of Parliament, for Distribution of Intestates Estates. And it was further ordered, That the Defendant should deliver to the Plaintiff, all the Deeds and Writings which he had in his Custody or Power relating to the Estates of, &c. And the said Master was to tax the said Defendant his Costs of that Suit, which were to be paid him out of the said Estate, and for what the said Defendant should do in Pursuance of the said Decree, he was to be thereby saved harmless and indemnified; as by the said Decretal Order duly entred of Record in the said Court may more fully appear. *And whereas* the said Master, in Pursuance of the said Order, did on, &c. last past, make his Report, and



thereby certified, That there came to the Hands of the Defendant, and of other Persons for his Use, of the personal Estate of the said Testatrix A. K. the several Particulars in the first Schedule to his said Report annexed mentioned, in the whole amounting to the Sum of, &c. And that he had thought fit to make to the Defendant, an Allowance of the several Sums of Money in the second Schedule to his Report annexed mentioned, as paid and disbursed by him before, &c. in the whole amounting to the Sum of, &c. And that the Defendant had on the Day of, &c. last, paid and disbursed more than his Receipts the Sum of, &c. for which he thought fit to allow him Interest after the Rate of 5 *l.* per Cent. per Annum, till the Day of the Date hereof, amounting to the Sum of, &c. And that he had considered of the Defendant's Bill of Costs, amounting to the Sum of, &c. which he did moderate and tax at the Sum of, &c. which said Sum of, &c. being added to the said Sum of, &c. amounting in the whole to the Sum of, &c. would be remaining due to the Defendant on the Day of the Date hereof. And the said Master did further certify, That there still remained unpaid of the Debts and Legacies of the Testatrix the several Sums of Money, and to the several Persons in the third Schedule to his said Report also annexed mentioned, in the whole amounting to the Sum of, &c. which with the said Sum of, &c. being the Balance of the Defendant's Accounts, did amount in the whole to the Sum of, &c. and was more than the Testatrix's personal Estate was sufficient to pay, and did remain to be made good by Sale or Mortgage of the Term of 500 Years in the said Decretal Order mentioned. And the said Master did

did appoint the said Defendant to join in such Sale or Mortgage for raising thereof, as by the said Decretal Order was directed. Which said Report, and all the Matters and Things therein contained, was by an Order of the said Court made, &c. ratified and confirmed; as by the said Report and Order may appear. *And whereas* the said Sir C. K. in order to pay off the said several Debts and Legacies, hath this Day borrowed of the said T. E. and J. E. the Sum of, &c. being Part of the Monies deposited in their Hands by the said Lord and Lady K. to be by them applied pursuant to certain Articles made on their Intermarriage. And hath also borrowed of the said T. E. the Sum of, &c. being his own proper Monies; out of which Monies the said T. E. and J. E. with the Consent of the said J. B. have already paid to the several Persons in the first Schedule hereto annexed mentioned, the several Sums of Money in the said first Schedule expressed, amounting in the whole to the Sum of, &c. in Discharge of several of the said Debts and Legacies. *Now this Indenture witnesseth,* That the said J. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. and J. E. by and with the Consent and Agreement of the said Sir C. K. testified by his joining herein, and sealing hereof; the Receipt whereof he doth hereby acknowledge. And in Consideration also of the Sum of, &c. whereof they the said T. E. and J. E. have paid as aforesaid the Sum of, &c. to the several Persons in the said first Schedule annexed mentioned: And have undertaken to pay the Sum of, &c. being the Residue of the said, &c. to the several Persons in the second Schedule hereto annexed mentioned; in Discharge of the Remainder of the

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said several Debts and Legacies, the same being all the Debts and Legacies of the said M. and A. K. remaining unpaid, and to free and discharge the said Sir C. K. and J. B. therefrom: He the said J. B. at the Request, and by and with the like Consent and Agreement of the said Sir C. K. *Had* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said T. E. and J. E. *All* that Mansion-house, &c. with the Out-houses, &c. And all those Grounds called or known by the Names of, &c. And also all that Messuage or Tenement, with its Appurtenances, commonly called or known, &c. All which said last mentioned Premises were lately purchased by the said A. K. of and from, &c. And also all and singular Houses, Out-houses, Edifices, Buildings, Barns, Ways, Paths, Passages, Waters, Water-courses, Lands, Meadows, Pastures, Commons, Trees, Woods and Underwoods, and the Ground and Soil of the same Trees, Woods and Underwoods, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said several Messuages or Tenements, Lands and Premises above mentioned, every or any Part or Parcel thereof belonging, or in any wise appertaining, or therewith usually demised, held, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or any or either of them; and all other the Messuages, Lands, Tenements and Hereditaments whatsoever, in the several Counties of, &c. or any or either of them, or elsewhere, which were devised to him and the said M. M. for the said Term of 500 Years by the said last Will and Testament of the said A. K. deceased, as aforesaid. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services,



of all and singular the said Messuages, Lands and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said J. B. of, in and to the said Messuages, Lands and Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. E. and J. E. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above recited which is yet to come and unexpired. *Provided* always, and it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, That in case the said Sir C. K. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said T. E. and J. E. their Executors or Administrators, the full Sum of, *&c.* in and upon, *&c.* *To* and for the sole Use and Benefit of the said Lord and Lady K. and to be applied according to the Articles made on their Intermarriage. And also if the said Sir C. K. his Heirs or Assigns, do also well and truly pay or cause to be paid unto the said T. E. his Executors and Administrators, the full Sum of, *&c.* with lawful Interest therefore, in and upon the said Day, *&c.* *To* and for the sole Use and Benefit of him the said T. E. his Executors, Administrators and Assigns. All which said Payments are to be made without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary:

nary: That then, and at any Time thenceafter, they the said T. E. and J. E. their Executors, Administrators and Assigns, shall and will at the Request, Cost and Charges of the said Sir C. K. his Heirs or Assigns, surrender, assign, or otherwise transfer, all and singular the said Premises above mentioned, with the Appurtenances, unto the said Sir C. K. his Heirs and Assigns, or to whom he or they shall direct or appoint, so as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, be not compelled or compellable, by Force of these Presents, to travel or go for the doing thereof from the Place or Places of his or their respective Habitation or Place of Abode at the Time of such Request to be made; nor to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts, any Thing herein contained to the contrary notwithstanding. *And* the said J. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. E. and J. E. their Executors and Administrators, That he the said J. B. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And* the said Sir C. K. for himself, his Heirs and Assigns, doth covenant and grant to and with the said T. E. and J. E. their Executors, Administrators and Assigns, That he the said Sir C. K. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said T. E. and J. E. their Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. To and for

for the sole Use and Benefit of the said Lord and Lady K. as aforesaid, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And* the said Sir C. K. for himself, his Heirs and Assigns, doth covenant and grant to and with the said T. E. his Executors and Administrators, That he the said Sir C. K. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators and Assigns, the said Sum of, &c. in and upon, &c. with lawful Interest therefore, To and for his own proper Use and Benefit, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *and also*, That they the said T. E. and J. E. their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of 500 Years above recited which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said Sir C. K. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said Sir C. K. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance in the  
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Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said T. E. and J. E. To hold to them, their Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above mentioned which shall be then to come and unexpired, as by the said T. E. and J. E. their Executors, Administrators or Assigns, or their or either of their Council learned in the Law shall be reasonably devised, or advised and required. And the said T. E. for himself, his Executors and Administrators, doth covenant and agree with the said J. B. his Executors and Administrators, That he the said T. E. shall and will with all convenient Speed, by and with the Money now lent to the said Sir C. K. pay the said Sum of, &c. in Discharge of the Remainder of the several Debts and Legacies in the said second Schedule hereto annexed mentioned, and take sufficient Discharges therefore, and to deliver to the said J. B. his Executors and Administrators, the same Discharges or Duplicates thereof; and in the mean time, till such Payment and Discharge, the Term and Premises hereby assigned shall in the first Place be a Security, and liable for the same, notwithstanding any Thing herein before contained. And it is covenanted, agreed and declared, by and between the said Sir C. K. and J. B. and the said Sir C. K. for himself, his Heirs, Executors and Administrators, doth covenant with the said J. B. his Heirs, Ex-

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cutors and Administrators, That in case it shall hereafter appear that there shall be any other Debts owing by the said A. K. which have not been paid, or are not comprized in the said Master's Report, and the Schedules thereto annexed; that then, and in such Case, he the said Sir C. K. his Heirs, Executors and Administrators, will upon Request to him or them made pay the same, and indemnify the said J. B. his Heirs, Executors and Administrators, from the same. And the said Sir C. K. doth hereby consent and agree, That the said Premises hereby granted and assigned (after Payment of the Monies and Interest hereby secured) shall stand chargeable with, and be liable and subject to the Payment of the same; and that the said Premises shall stand a Security therefore, and for indemnifying the said J. B. his Heirs, Executors and Administrators therefrom, and from all Actions, Suits, Costs, Charges, Damages and Expenses, which he or they shall at any Time hereafter sustain, or be put unto, in respect thereof. And lastly, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That he the said Sir C. K. his Heirs and Assigns, shall and may, until Defaule shall be made in Performance of the Proviso or Condition herein contained, have, hold and enjoy, all and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary notwithstanding. In witness, &c.

*A Mortgage of Lands for Ten Years, as a Security for Payment of a Sum of Money due on the balancing of an Account, to be paid at several yearly Payments, with a Covenant to levy a Fine Sum concessit.*

**T**His Indenture made, &c. Between J. W. of, &c. and E. his Wife, of the one Part; and K. W. of, &c. of the other Part. Whereas the said J. W. upon an Account now made up between him and the said K. W. stands justly indebted unto her the said K. W. in the Sum of, &c. for Balance of the same Account, over and besides all Monies by her received, or to her secured by any other Security already made or given to her. Now this Indenture witnesseth, That the said J. W. for the better securing the Payment of the said, &c. with Interest, in Manner herein after expressed; And in Consideration also of, &c. to the said J. W. and E. his Wife, in Hand paid by the said K. W. the Receipt whereof is here by acknowledged: They the said J. W. and E. his Wife, Have, and either of them hath granted, bargained and sold, and by these Presents do, and either of them doth grant, &c. unto the said K. W. All those Closes or Grounds, &c. following; (that is to say) &c. or by whatsoever Name or Names the said Closes, or any of them, are called or known. And also all Trees, Woods, Underwoods, Profits, Commodities and Appurtenances whatsoever to the said Closes, or any of them belonging or appertaining: And the Rents, Reversions, Remainders and Services thereof, and of every Part thereof; To have and to hold all and singular the said Closes, Grounds, Lands, Tenements, Hereditaments and Premises above

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mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said K. W. her Executors, Administrators and Assigns, from, &c. next coming, for and during, and unto the full End and Term of 10 Years from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly, during the said Term, one Pepper-Corn in and upon the Feast of St. *Michael* the Archangel, if the same shall be lawfully demanded. *Provided* always, and upon Condition, That if the said J. W. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said K. W. her Executors, Administrators or Assigns, the full Sum of, &c. in and upon the 29<sup>th</sup> Day of *September*, which will be in the Year of our Lord, &c. The further full Sum of, &c. of like, &c. upon the 29<sup>th</sup> Day of *September*, which will be in the Year of our Lord, &c. The further full Sum of, &c. on, &c. And the further full Sum of, &c. of like, &c. upon the 29<sup>th</sup> Day of *September*, which will be in the Year of our Lord, &c. All the said Payments to be made without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine, and be void, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. W. for himself, his Heirs and Assigns, doth covenant and grant to and with the said K. W. her Executors, Administrators and Assigns, That he the said J. W. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said K. W. her Executors, Administrators or Assigns, the said several Sums of Money in the  
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said Proviso or Condition mentioned, and at the several Days and Times in the same Proviso expressed, without any Deduction as aforesaid, according to the true Intent and meaning of these Presents. *And also*, That she the said K. W. her Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Payment of any or either of the said Sums of Money in the said Proviso expressed, for and during all the rest and Residue of the said Term above mentioned which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Premises hereby granted, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said J. W. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And* it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition aforesaid, he the said J. W. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, *All* and singular the said Premises above mentioned to be hereby granted, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. W. for himself, his Heirs and Assigns, doth further covenant and grant to and with the said K. W. her Executors, Administrators and Assigns; and the said

said E. Wife of the said J. W. doth hereby agree, That they the said J. W. and E. his Wife, shall and will before the End of *Michaelmas* Term next coming, at the Costs of him the said J. W. in due Form of Law acknowledge and levy to the said K. W. one Fine *Sur concessit*, &c. of the said Premises, with the Appurtenances, which Fine so to be acknowledged is hereby declared, *Shall* be and enure, To the only proper Use and Behoof of the said K. W. her Executors, Administrators and Assigns, during the Term hereby granted, subject to the Proviso or Condition aforesaid. *In Witness*, &c.

*A Mortgage of a College Lease.*

**T**His Indenture made, &c. Between J. P. of &c. of the one Part; and Sir W. L. of &c. Bart, of the other Part. *Whereas* in and by one Indenture of Lease, bearing Date, &c. made or mentioned to be made between, &c. the said Warden and Scholars of and by their whole or common Assent and Consent, *Did* demise, grant, and to Farm let unto the said J. P. *All* that Messuage, &c. To be had and holden unto the said J. P. his Executors, Administrators and Assigns, for and during the Term of, &c. as in and by the said Indenture under the Common Seal of the said Warden and Scholars (Relation being thereunto had) more fully may appear. *Now this Indenture witnesseth*, That the said J. P. for and in Consideration of the Sum of, &c. to him in Hand paid by the said Sir W. L. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said J. P. doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth clearly and absolutely acquit



quit and discharge the said Sir W. L. his Executors and Administrators, for ever by these Presents; *Have* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said Sir W. L. *All* that the said Messuage or Tenement, &c. And all Houses, Out-houses, &c. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. P. of, in and to the Premisses, or any Part thereof, together with the said recited Indenture of Lease; *To have and to hold* the said Messuage or Tenement, Lands and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir W. L. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of, &c. yet to come and unexpired, in as ample Manner and Form as he the said J. P. might have held and enjoyed the same Premisses, by Vertue of the said recited Indenture of Lease or otherwise howsoever, if these Presents had not been made. *Provided* always, and these Presents are upon this Condition nevertheless, That if the said J. P. his Executors, Administrators or Assigns, or any of them, shall well and truly pay or cause to be paid unto the said Sir W. L. his Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of the said Sir W. L. situate in, &c. the full Sum of, &c. at one entire Payment on, &c. next ensuing the Date hereof, without any Deduction, Defalcation or Abatement for or in Respect of any Taxes, Charges, Payments or Assessments, ordinary or extraordinary, or otherwise howsoever; that then this present Indenture, and the Grant and Assignment hereby made, shall cease and be void to all Intents and Purposes. *And* the said J. P.

for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Sir W. L. his Executors, Administrators and Assigns, by these Presents, That he the said J. P. his Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay or cause to be paid unto the said Sir W. L. his Executors, Administrators or Assigns, the said Sum of, &c. at one entire Payment, at the Time and Place before in the said Proviso or Condition mentioned for Payment thereof, without any Deduction or Abatement as aforesaid. And the said Sir W. L. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree to and with the said J. P. his Executors, Administrators and Assigns, by these Presents, That if the said J. P. his Executors, Administrators or Assigns, shall make true Payment of the said Sum of, &c. at the Day and Place herein before appointed for Payment thereof, that then he the said Sir W. L. his Executors, Administrators and Assigns, shall and will at the Request, Cost and Charges of the said J. P. his Executors, Administrators and Assigns, assign over and convey all his remaining Estate and Interest in the Premises unto the said J. P. his Executors or Administrators, or to such Person or Persons as the said J. P. his Executors or Administrators, shall direct or appoint, freed of and from all Incumbrances done or suffered by the said Sir W. L. his Executors, Administrators or Assigns. And the said J. P. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Sir W. L. his Executors, Administrators and Assigns,

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signs, by these Presents, That the said Original Lease above recited is a good and sufficient Lease in the Law, and is yet in being, and not forfeited, surrendered, or any ways determined or become void. *And* that all the Rent reserved upon the said Lease which hath been hitherto due and payable, hath been and is well and truly paid, satisfied and discharged. *And* that all the Covenants on the Lessee's Part, which hitherto have been to be performed, have been truly performed and kept; and that, by Vertue thereof, he the said J. P. is lawfully estated and interested in and in all and singular the said Messuage or Tenement, Lands and Premises above mentioned, to be hereby assigned, and of and in every Part and Parcel thereof, of a good Estate for the Remainder of the said Term granted in and by the said Original Indenture of Lease; and hath full Power and Authority to assign and set over the same unto the said Sir W. L. his Executors, Administrators and Assigns, in Manner and Form aforesaid. *And* that if Default shall happen to be made of or in Payment of the said Sum of, &c. or of any Part thereof, contrary to the Proviso or Condition aforesaid; that then and from thenceforth it shall and may be lawful to and for the said Sir W. L. his Executors, Administrators and Assigns, into all and singular the said Premises above mentioned, and into every Part and Parcel thereof, with the Appurtenances, peaceably and quietly to enter; and the same Premises, and the Rents, Issues, and Profits thereof, To have, hold and enjoy, for and during all the rest and Residue of the said Term of, &c. which shall be then to come, and unexpired, without any manner of Denial, Let, Suit, Trouble, Hindrance or Interruption of or by the

said



said J. P. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever; and that free and clear, and freely, clearly and absolutely acquitted and discharged of and from all and all manner of former and other Grants, Bargains, Sales, Assignments, Leases, Estates, Mortgages, Charges and Incumbrances whatsoever. And the said J. P. doth for himself, his Executors, Administrators and Assigns, further covenant, promise and grant to and with the said Sir W. L. his Executors, Administrators and Assigns, That from and after Default shall happen to be made of or in Payment of the said Sum of, &c. at the Days and Times above mentioned; that then, and at any Time after such Default made, he the said J. P. his Executors, Administrators and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming of, in or to the said Messuage, Lands and Premises above mentioned, or any Part thereof, by, from or under him, shall and will at the reasonable Request, Costs and Charges in the Law of the said Sir W. L. his Executors, Administrators and Assigns, make, do and execute, or cause or procure to be made, &c. All and every such further and other Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect assigning and assuring of the said Messuage or Tenement, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Sir W. L. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of, &c. Years which shall be then to come and unexpired; as by the said Sir W. L. his Executors,

Administrators or Assigns, or by his or their Council learned in the Law shall be reasonably devised, advised or required. *And lastly*, It is covenanted and agreed by and between the said Parties to these Presents, and hereby so declared, That until Default shall be made by the said J. P. his Executors, Administrators or Assigns, in Payment of the said Sum of, &c. at the Day, Time and Place, above mentioned and limited by the Proviso or Condition aforesaid; he the said Sir W. L. his Executors, Administrators and Assigns, shall and will permit and suffer the said J. P. his Executors, Administrators and Assigns, to receive and take the Rents, Issues and Profits of, all and singular the said Premises above mentioned, without any Account to be made or given unto him the said Sir W. L. his Executors, Administrators or Assigns, for or concerning the same. *In Witness, &c.*

*A Mortgage of a Chattel Lease; with a Covenant, that the Mortgagee may renew in case any of the Lives die before the Mortgage-Money be paid.*

**T**His Indenture made, &c. Between W. T. of, &c. of the one Part; and Dame M. W. of, &c. Widow, of the other Part. *Whereas* in and by one Indenture of Lease, bearing Date &c. made between the Right Honourable T. Lord A. Baron of, &c. of the one Part, and the said W. T. of the other Part. The said T. Lord A. for the Considerations therein mentioned, *Did* demise, grant, and to Farm let unto the said W. T. all those Closes of Land, &c. situate, &c. To hold unto the said W. T. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during and unto the full

full End and Term of 99 Years thence next ensuing, and fully to be compleat and ended, if he the said W. T. A. T. his Son, and E. T. his Daughter, or any or either of them, should so long happen to live, *As* and under the yearly Rent of, &c. payable, &c. as in and by the said recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said W. T. for and in Consideration of the Sum of, &c. to him in Hand paid by the said Dame M. W. the Receipt whereof he doth hereby confess and acknowledge; he the said W. T. *Has* granted, bargained and sold, assigned and set over, and by these Presents doth grant, &c. unto the said Dame M. W. *All* and singular the said Closes of Ground, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said W. T. of, in and to all and singular the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture of Lease; *To have and to hold* all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said Dame M. W. her Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 99 Years above recited which are yet to come and unexpired, determinable as aforesaid. *Provided* always, upon Condition, That if the said W. T. his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said Dame M. W. her Executors, Administrators and Assigns, the full Sum of, &c. in and up-



on, &c. without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease and be void, any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said W. T. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said Dame M. W. her Executors, Administrators and Assigns, That he the said W. T. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said Dame M. W. her Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That she the said Dame M. W. her Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the rest and Residue of the said Term of 99 Years, determinable as aforesaid, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Closes or Parcels of Land and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. T. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever. *And further*, That he the said W. T. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and

and Administrators, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, upon the Request of the said Dame M. W. her Executors or Administrators, make do and execute, or cause or procure to be made, as all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said Dame M. W. To hold to her, her Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 99 Years above recited which shall be then to come and unexpired, as by the said Dame M. W. her Executors, Administrators or Assigns, or her or their Council learned in the Law shall be reasonably devised, or advised and required. *Provided* always, and it is hereby agreed and declared by and between the said Parties to these Presents, That in case any of the Lives (on which the said Term determines) shall happen to die, and the said W. T. his Executors or Administrators, shall neglect, or upon Request to him or them made by the said Dame M. W. her Executors, Administrators or Assigns, refuse to renew the said Lease, and to add one or more Life or Lives in the Room of such Person or Persons so dying, that then, and in such Case, it shall and may be lawful to and for the said Dame M. W. her Executors, Administrators or Assigns, at any Time or Times after such Neglect and Refusal made as aforesaid, To surrender and deliver up the said recited Indenture

fore of Lease into the Hand or Hands of the  
 Lord or Lords of the Fee or Fees of the Premis-  
 ses hereby granted and assigned; and to accept  
 and take a new Lease or Leases of the Premises  
 hereby granted in her own Name for the Term  
 of 99 Years, or any greater Term or Number  
 of Years, determinable on the Death or Deaths  
 of such Person or Persons as she shall name; or  
 to add one or more Life or Lives to the present  
 Lease in the Room of such Person or Persons so  
 dying; and to pay the Consideration Money for  
 such Renewal or Addition as aforesaid: Which  
 new Lease or Leases so to be made, shall not be  
 redeemed or redeemable by the said W. T. his  
 Executors, Administrators or Assigns, until he or  
 they shall have fully paid and satisfied the said  
 Dame M. W. her Executors, Administrators or  
 Assigns, as well then said, &c. hereby directed,  
 with the Interest thereof; as also all such Sum  
 and Sums of Money as shall be paid by the said  
 Dame M. W. her Executors, Administrators or  
 Assigns, for the Fine or Consideration for such  
 Renewal or additional Life or Lives as aforesaid;  
 and all Costs and Charges thereabout, with law-  
 ful Interest for the same; any Thing therein con-  
 tained to the contrary thereof notwithstanding.  
 And lastly, It is covenanted, granted, concluded  
 and agreed upon by and between the said Par-  
 ties to these Presents, and the true Meaning here-  
 of also is, and it is hereby so declared, That he  
 the said W. T. his Executors, Administrators and  
 Assigns, shall and may, until Default shall be  
 made in Performance of the Proviso or Condi-  
 tion herein contained, peaceably and quietly  
 hold and enjoy the said Premises hereby granted,  
 with the Appurtenances, and receive and take  
 the Rents, Issues and Profits thereof to his and  
 their



their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of Lands held by Copy of Court-Roll made by Virtue of a Power given by Copy of Licence.*

**T**his Indenture made, &c. Between A. B. of &c. of the one Part; and C. D. of &c. of the other Part. Whereas the said A. B. by Copy of Court-Roll of the Manor of &c. bearing Date &c. doth hold of &c. Lord of the said Manor of &c. for the Term of his Life, and the Lives of C. B. and E. B. his Son and Daughter, and the Life of either of them longest living successively at the Will of the Lord, according to the Custom of the said Manor, One Messuage or Tenement, with the Appurtenances, lying within the said Manor, now in the Possession of, &c. by and under the yearly Rent of &c. and one Heriot when it shall happen; and by and under all other Rents, Burthens, Works, Suits, Customs and Services therefore due, and of Right accustomed. And whereas by the said Copy of Court-Roll, Licence is granted to the said A. B. to demise and let the said Messuage or Tenement, with the Appurtenances, to any Person or Persons whatsoever for the Term of 21 Years then next following, if they the said A. B. C. B. and E. B. or any or either of them should so long live, so as the said Messuage or Tenement, and Premises, be from Time to Time well and sufficiently repaired; and the Rents, Burthens, Works, Suits, Customs and Services therefore due to the Lord, be well and truly rendred and paid; as by the said Copy of Court-Roll may more fully appear.

pear. Now this Indenture witnesseth, That the said *A. B.* by Vertue of the said Licence and Authority in and by the said Copy of Court-Roll granted as aforesaid, and in Consideration of the Sum of, &c. to him in Hand paid by the said *C. D.* the Receipt whereof he doth hereby acknowledge; he the said *A. B.* Hath demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said *C. D.* All that the said Messuage or Tenement, and Premises above mentioned, to be granted in and by the said Copy of Court-Roll, and every Part and Parcel thereof, with the Appurtenances; and all Ways, &c. To have and to hold the said Messuage or Tenement, and Premises, hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from, &c. last past, for and during, and unto the full End and Term of 21 Years from thence next ensuing, and fully to be compleat and ended, if he the said *A. B.* and *C. B.* and *E. B.* his said Son and Daughter, or any or either of them shall so long happen to live: Yielding, paying, doing and performing, during the said Term, all the Rents, Heriots, Burthens, Works, Suits, Customs and Services, which shall become and grow due; and which by the said *A. B.* and *C. B.* and *E. B.* or either of them, are, shall or ought to be from Time to Time paid, done, rendered and performed. *Provided* always, and upon Condition, That if the said *A. B.* his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. in Manner and Form following; (that is to say) The Sum of, &c. Part thereof, at or upon,

upon, &c. next coming; the Sum of, &c. more, other Part thereof, at or upon, &c. then next following; and, &c. the Remainder, and in full Payment thereof, at or upon, &c. which will be in the Year of our Lord, &c. without any Deduction, Defalcation or Abatement, for or upon account of any Taxes, Charges or Impositions whatsoever, as well ordinary as extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease, determine, and be void: And then, and from thenceforth, it shall and may be lawful to and for the said A. B. or such Person to whom the Premises shall descend according to the Custom of the Manor: To have, hold and enjoy, all and singular the said Premises above mentioned, with the Appurtenances, as in his or their first and former Right and Estate; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, That he the said A. B. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said Sum of, &c. at and upon the several and respective Days and Times before limited and appointed for the Payment thereof, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said A. B. now is true and lawful Owner of the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances: And that he the said A. B. by Vertue of the said recited Copy of Court-Roll and Licence therein and there-



thereby granted, hath in himself good Right, full Power and lawful Authority, to demise, grant, and to Farm let the said Messuage or Tenement, and Premises, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during all the said Term hereby granted, determinable as aforesaid, in Manner and Form as aforesaid. *And also*, That he the said C. D. his Executors, Administrators and Assigns, shall and may at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances, for and during the Remainder of the said Term hereby granted, determinable as aforesaid, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Deniall of him the said A. B. or the said C. B. or E. B. or either of them, their or either of their Executors, Administrators or Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said A. B. his Heirs, Executors and Administrators, and all and every other Person and Persons, and his and their Heirs, Executors and Administrators, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, make, do and execute, or cause or procure to be made, *&c.* *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute granting and assuring

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ring of all and singular the said Premises above mentioned, with the Appurtenances; unto the said C. D. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term hereby granted which shall be then to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition aforesaid; and of and from all Benefit and Equity of Redemption of the said Premises by Virtue or Colour thereof, or otherwise howsoever; as by the said C. D. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, or advised and required. *And lastly*, It is covenanted and agreed by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs, Executors and Administrators, shall and may hold and enjoy, *All* and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Mortgage of a Freehold Lease for Three Lives*  
*absolute, by way of Demise, &c.*

**I** His Indenture made, &c. Between G. H. of, &c. of the one Part; and H. G. of, &c. of the other Part. *Whereas* H. A. late of, &c. Esq; deceased, by his Indenture bearing Date, &c. for the Considerations therein mentioned, Did demise, grant, and to Faille let unto the said G. H.

*All*

*All* that Messuage or Tenement, &c. situate, &c. together with all Houses, Edifices, &c. *To be had and holden* unto the said G. H. his Heirs and Assigns, for and during the natural Lives of him the said G. H. and of J. and M. his Sons, and for and during the Life natural of every and either of them longest living, (of whom only the said G. H. and M. his Son are now living) *As* and under the yearly Rent of, &c. payable, &c. as in and by the said recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said G. H. for and in Consideration of the Sum of, &c. to him in Hand paid by the said H. G. the Receipt whereof he doth hereby confess and acknowledge; he the said G. H. *Haib* demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said G. H. *All* that the said Messuage or Tenement, Lands and Premisses above recited, and every Part and Parcel thereof with the Appurtenances; *To have and to hold* the said Messuage or Tenement, Lands, Hereditaments and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said H. G. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of 99 Years from thence next ensuing, and fully to be compleat and ended, if he the said G. H. and M. his Son, or either of them, shall so long happen to live. *Provided* always, and upon Condition, That if the said G. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said H. G. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Detraction for Taxes, Assessments, or any other



Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease and be void, any Thing herein contained to the contrary notwithstanding. *And* the said G. H. for himself, his Heirs and Assigns, doth covenant and grant to and with the said H. G. his Executors, Administrators and Assigns, That he the said G. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said H. G. his Executors, Administrators or Assigns, the said Sum of, &c. in and upon the said, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And* also that he the said G. H. at the Time of sealing and delivery of these Presents, is the true and lawful Owner of the said Messuage or Tenement, Lands and Premises above mentioned, with the Appurtenances; and that he hath in himself good Right, true Title, full Power, and lawful and absolute Authority to demise and grant the said Messuage or Tenement, and Premises, unto the said H. G. his Executors, Administrators and Assigns, for and during the said Term of 99 Years, determinable as aforesaid, in Manner and Form as aforesaid. *And* also that he the said H. G. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, the said Messuage or Tenement, and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the rest and Residue of the said Term hereby granted which

which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said G. H. his Heirs or Assigns, or of any other Person or Persons lawfully claiming, or to claim, by, from or under him, them, or any of them. *And* that freed and discharged of and from all former and other Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Forfeitures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrears of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, &c. by the said G. H. or by any other Person or Persons lawfully claiming, or to claim, by, from or under him. *And further*, That he the said G. H. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement, Lands and Premises above mentioned, or any Part thereof, by, from or under him, them, or any of them, shall and will from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, upon the Request of the said H. G. his Executors, Administrators and Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances,

nances, unto the said H. G. To hold to him, his Executors, Administrators and Assigns for and during all the rest and Residue of the said Term hereby granted which shall be then to come and unexpired; as by the said H. G. his Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. And lastly, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said G. H. his Heirs and Assigns, shall and may, until Default shall be made in Performance of the Proviso or Condition aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

*A Mortgage of a Prebend and Parsonage held by Freehold Lease for three Lives, made by Lease and Release, with a Proviso, That the Mortgagee may pay off an Incumbrance, and that then the Premises shall remain as a Security for both Sums, and also for the Mortgagee to pay the Rent on Default of the Mortgagor, and add a Life or Lives in case of the Death of any on the Original Lease.*

**T**His Indenture made, &c. Between T. H. of, &c. Son and Heir, and also Executor of the last Will and Testament of F. H. late of,



of, &c. deceased, of the one Part; and T. E. of, &c. of the other Part. *Whereas* the said T. H. stands seized to him and his Heirs for his own Life, and the Lives of F. his Brother, and M. his Sister, of and in *All* that the Prebend and Parsonage of B. in the County of S. with all and all manner of Houses, Edifices, Tythes, Commodities and Profits, Lands, Tenements, Rents Meadows, Pastures and Hereditaments: And also all Suits, Services, Fines, Heriots, Reversions, Profits of Courts, with all and singular the Appurtenances to the said Prebend and Parsonage belonging, or in any wise appertaining, or with the same Prebend and Parsonage at any Time heretofore demised, occupied or enjoyed, (except the Pension of the Vicaridge of B. aforesaid, with the Presentation of the same) under the yearly Rent of, &c. as by the Lease thereof granted may appear. *Now this Indenture witnesseth*, That the said T. H. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. E. the Receipt whereof he doth hereby acknowledge; he the said T. H. *hath* granted, bargained and sold, assigned, released and confirmed, and by these Presents doth grant, &c. unto the said T. E. (in his actual Possession now being of the said Prebend, Parsonage and Premises above mentioned, by Vertue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for *Transferring of Uses into Possession*.) and to his Heirs and Assigns, *All* and singular the said Prebend, Parsonage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and the Rents, Reversions,

sions, Remainders and Services thereof: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said T. H. of, in and to the said Prebend, Parsonage and Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all and singular the said Prebend, Parsonage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. E. his Heirs and Assigns, *To the only proper Use and Behoof* of the said T. E. his Heirs and Assigns, for and during the natural Lives of the said T. H. F. H. and M. H. and for and during the Life of the longest Liver of them. *Provided* always, and upon Condition, That if the said T. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease and be void, any Thing herein contained to the contrary notwithstanding. *And* the said T. H. for himself, his Heirs and Assigns, doth covenant and grant to and with the said T. E. his Executors, Administrators and Assigns, That he the said T. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns, the said Sum of, &c. in and upon the said, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

*And also*, That he the said T. E. his Heirs, Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the rest and Residue of his the said T. H.'s said Estate, Term and Interest therein, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said T. H. his Heirs or Assigns, or of any other Person or Persons whatsoever. (Except a Mortgage bearing Date, &c. made by the said T. H. to S. R. of, &c. of the said Premises above mentioned, for securing, &c. and Interest.) *And further*, That he the said T. H. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, (except before excepted) shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Grants, A&S and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto him the said T. E. his Heirs and Assigns, for and during the Estate, Term and Interest therein, which shall be then to come and unexpired,



pired, discharged of and from the Proviso or Condition herein contained, and of all Benefit and Equiry of Redemption of the said Premisses by Vertue or Colour thereof, or otherwise howsoever, as by the said T. E. his Heirs and Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *And* it is further agreed by and between the said Parties to these Presents, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said T. H. his Heirs and Assigns, shall and may have, hold and enjoy, all and singular the said Premisses above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary notwithstanding. *Provided* always, and it is hereby further agreed and declared by and between the said Parties to these Presents, That it shall and may be lawful to and for the said T. E. his Executors, Administrators or Assigns, at any Time or Times hereafter, to pay off the said S. R. all Monies due to him upon the said Mortgage, and to take an Assignment thereof to himself, or to any other Person, *In Trust* for him; and that after Payment thereof, the said Premisses shall stand chargeable with and liable to the Payment, of not only all such Money as the said T. E. shall pay to the said S. R. but also of all Charges to be expended thereabout, with usual Interest for the same. *And further*, That in case it shall happen that one or more of the Lives on which the Estate hereby granted is determinable shall happen to die before the Principal Money hereby secured, and the Interest thereof, shall be fully paid and satisfied; and the said T. H.

his Heirs or Assigns, shall neglect, or, upon Request to him or them made, refuse to renew his or their Estate and Interest in the said Premises, and add one or more Life or Lives in the Room of the Person or Persons so dying, and subject such new Estate to the Payment of the Monies hereby secured; or shall make any Failure in Payment of the Principal Money hereby secured, or the Interest thereof; or shall permit the said yearly Rent of, &c. or any Part thereof, to be behind and unpaid, and thereby suffer the Lord or Lords of the Fee of the said Premises to enter thereupon, or bring or prosecute any Action or Suit for the same: That then, and in any of the said Cases, it shall and may be lawful to and for the said T. E. his Heirs or Assigns, to pay off and discharge all such Arrears of Rent as shall be then unpaid; and also to contract or agree with the Lord or Lords of the said Premises for the Time being, for Renewal of such Estate and Addition of one or more Life or Lives in the Room of such Person and Persons so dying, and take a new Lease or Grant of the said Premises in the Name of him the said T. E. his Heirs, Executors or Administrators; and for such Life or Lives as he or they shall think fit, in the Room of the Person or Persons so dying: Which Estate so to be renewed and taken, shall not be redeemed or redeemable by the said T. H. his Heirs or Assigns, until he or they shall have fully paid and satisfied unto the said T. E. his Executors, Administrators or Assigns, as well the Monies by him paid for Arrears of Rent, and for such Renewal, with the Interest thereof, and Charges thereabout; as also the said Sum of, &c. now lent, with all Interest due or to grow due therefore. *In Witness, &c.*

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*A Mortgage in Fee*

**T**His Indenture made, &c. Between J. H. late of, &c. but now of, &c. of the one Part; and D. E. of, &c. of the other Part; Witnesseth, That the said J. H. for and in Consideration of the Sum of, &c. to him in Hand paid by the said D. E. the Receipt whereof the said J. H. doth hereby confess and acknowledge; he the said J. H. Hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said D. E. (in his actual Possession now being, by Vertue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for *Transferring of Uses into Possession*) and to his Heirs and Assigns for ever, All that Messuage or Tenement, &c. situate, &c. together with all Gardens, Stables, Houses, &c. (which said Messuage or Tenement was by the said J. H. purchased to him and his Heirs of, &c.) And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and every Part and Parcel thereof: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said J. H. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: And all Deeds, Evidences and Writings, touching or concerning the said Premises above mentioned, or any Part thereof: To have and to hold the said Messuage, Tenement or Dwelling-house, and all and singular other the Premises hereby granted and released,



leased, or mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with the Appurtenances, unto the said D. E. his Heirs and Assigns, To the only proper Use and Behoof of the said D. E. his Heirs and Assigns for ever. *Provided* always, and 'it is agreed by and between the said Parties to these Presents, That if the said J. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said D. E. his Executors, Administrators or Assigns, the full Sum of, *&c.* in and upon, *&c.* next ensuing the Date of these Presents, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth these Presents, and every Thing herein contained, shall cease, and be void, any Thing herein contained to the contrary notwithstanding. *And* the said J. H. for himself, his Heirs and Assigns, doth covenant and grant to and with the said D. E. his Executors, Administrators and Assigns, That he the said J. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said D. E. his Executors, Administrators or Assigns, the said full Sum of, *&c.* in and upon, *&c.* next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That he the said D. E. his Heirs and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances, without the Let, Suit, Trouble,

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Hindrance, Molestation, Interruption and Denial of him the said J. H. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said J. H. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the said Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said D. E. his Heirs and Assigns; *To the only proper Use and Behoof of the said D. E. his Heirs and Assigns for ever*, absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption by Vertue or Colour thereof, according to the true Intent and Meaning of these Presents; as by the said D. E. his Heirs or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said J. H. his Heirs and Assigns, shall and may at all Times, until Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly have, hold and enjoy, all and singular the said Premises

misses above mentioned, and receive and take the Rents and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary notwithstanding. In Witness, &c.

*A Mortgage in Fee from a Man and his Wife, with a Covenant to levy a Fine to the Mortgagee and his Heirs; but Proviso, If the Money be paid at the Time limited, the Fine to exure by way of Settlement to the Mortgagor for Life, Remainder to his Wife for Life, Remainder to their Issue, Remainder to the right Heirs of the Mortgagor, &c. And also a Covenant, That the Mortgagor will direct a Term to be assigned in Trust to attend the Mortgage.*

**T**His Indenture made, &c. Between B. D. of, &c. and C. his Wife, of the one Part; and E. B. of, &c. of the other Part: *Witnesseth*, That the said B. D. and C. his Wife, for and in Consideration of the Sum of 1500 l. of, &c. to them in Hand paid by the said E. B. the Receipt whereof they the said B. D. and C. his Wife do hereby acknowledge; and thereof, and of every Part thereof, do acquit, exonerate and discharge the said E. B. his Executors, Administrators and Assigns, by these Presents, and for other good Causes and Considerations them thereunto moving, *Have* granted, bargained, sold, aliened, released and confirmed, and by these Presents do grant, &c. unto the said E. B. (in his actual Possession, &c.) and to his Heirs and Assigns, *All* that Capiral Messuage, &c. situate, &c. in the Tenure of, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of all and singular the said Premises



ses above mentioned, and every Part and Parcel thereof: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said B. D. and C. his Wife, or either of them, of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: And all Deeds, Evidences, Writings, Escrips and Muniments, which concern the same Premises only, or only any Part thereof: *To have and to hold* all and singular the said Capital Messuage, Lands, Hereditaments and Premises hereby released and conveyed, or intended so to be, with their and every of their Appurtenances, unto the said E. B. his Heirs and Assigns, *To the only proper Use and Behoof* of the said E. B. his Heirs and Assigns for ever. *And* the said B. D. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant and grant to and with the said E. B. his Heirs and Assigns, by these Presents, That he, the said B. D. and the said C. his Wife, shall and will before the End of *Trinity* Term next ensuing the Date hereof, or in some other subsequent Term, at the Election, and upon the Request of the said E. B. his Heirs and Assigns, and at the proper Costs and Charges of the said B. D. levy and acknowledge in due Form of Law, One Fine *Sur Conuissance de Droit come ceo, &c.* with Proclamations, according to the Statute in that Case made and provided, unto the said E. B. and his Heirs, of the said Capital Messuage, and all and singular other the Premises, with the Appurtenances, by such apt and convenient Name and Names, Quantity and Quantities, and in such Sort, Manner and Form, as by the said E. B. his Heirs or Assigns, or by his or their Council learned in the Law shall be

be advised and required. *And* it is hereby agreed and declared by and between the said Parties to these Presents, for them and their Heirs, That the said Fine and the Execution thereof, and all other Fines, after the Date of these Presents: to be levied by the said B. D. and C. his Wife, or either of them, to the said E. B. of the said Premises above mentioned, or any Part thereof, *Shall* be and enure, and shall be construed, adjudged and deemed to be and enure, *To* the only Use and Behoof of the said E. B. his Heirs and Assigns for ever. *Provided* always, and upon this Condition, That if the said B. D. and C. his Wife, or either of them, their or either of their Heirs, Executors or Administrators, shall well and truly pay or cause to be paid unto the said E. B. his Executors, Administrators or Assigns, the full Sum of 1500 l. of, &c. with lawful Interest for the same, on or before, &c. which will be in the Year of our Lord, &c. without any Deduction, Defalcation or Abatement, for or in Respect of any Parliamentary or other Taxes, or any Charges or Impositions whatsoever; that then and from thenceforth, the Use herein before limited to the said E. B. and his Heirs, shall cease, determine and be void. And the said Premises, and the Estate hereby granted and conveyed to the said E. B. and his Heirs; and also the said Fine herein before covenanted to be levied, and the Execution thereof, *Shall* be and enure, and shall be construed, adjudged and deemed, to be and enure, *To* the Use and Behoof of the said B. D. for and during the Term of his natural Life, without Impeachment of or for any manner of Waste. And from and after his Decease, *To* the Use and Behoof of the said C. for and during the Term of her natural Life,

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in Lieu and Satisfaction of her Dower. And from and after her Decease, To the Use and Behoof of the Issue of the Body of the said B. D. on the Body of the said C. begotten, or to be begotten: And for Default of such Issue, To the Use and Behoof of the right Heirs of the said B. D. for ever; and to and for no other Use, Intent or Purpose whatsoever, any Thing herein contained to the contrary notwithstanding. And the said B. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said E. B. his Executors, Administrators and Assigns, That he the said B. D. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said E. B. his Executors or Administrators, the said Sum of 1500 l. of, &c. with lawful Interest for the same, on or before, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the Proviso or Condition above written, and the true Intent and Meaning of these Presents. And also, That he the said B. D. at the Time of sealing and delivery of these Presents, is and standeth lawfully and rightfully seized of and in the said Capital Messuage, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-Simple. And that he hath in himself good Right, full Power, and lawful and absolute Authority, to grant and release the same, with the Appurtenances, unto the said E. B. his Heirs and Assigns, in Manner aforesaid. And further, The said B. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said E. B. his Executors,

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Administrators and Assigns, by these Presents, That he the said B. D. his Heirs, Executors and Administrators, and all and every other Person and Persons having or claiming, or which shall or may at any Time hereafter have or lawfully claim any Estate, Right, Title or Interest, of, in or to the said Capital Messuage and Premises above mentioned, or any Part thereof, with the Appurtenances, by, from or under him the said B. D. his Heirs or Assigns, shall and will from Time to Time, and at all Times hereafter, at the Request, Cost and Charges in the Law of the said E. B. his Heirs and Assigns, make, do, levy, acknowledge, execute and suffer, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the further, better, more perfect and absolute granting, assuring and confirming of the said Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said E. B. his Heirs and Assigns, be it by Matter of Record or not of Record, or by any lawful Ways or Means whatsoever, subject nevertheless to the Proviso or Condition above mentioned. And whereas T. C. of, &c. doth stand legally possess'd of, and interested in, all that the said Capital Messuage, and all and singular other the Premises above mentioned, for and during the Remainder of a Term of 500 Years, by Vertue of several meshe Assignments thereof, upon Trust, to attend and wait upon the Freehold and Inheritance of the said Premises, and to protect the same from meshe Incumbrances. Now the said B. D. for himself, his Heirs, Executors and Administrators, doth further covenant and grant to and with the said E. B. his

Heirs,

Heirs, Executors, Administrators and Assigns, by these Presents, That he the said B. D. his Heirs and Assigns, shall and will upon the Request of the said E. B. his Heirs, Executors or Administrators, direct and appoint the said T. C. his Executors and Administrators, to assign and convey: And that he the said T. C. his Executors and Administrators, shall and will assign and convey all the rest and Residue of the said Term of 500 Years to come and unexpired, unto such Person or Persons as he the said E. B. his Heirs, Executors or Administrators, shall nominate and appoint: *In Trust* nevertheless, That the said Term and Estate so to be assigned, shall attend and wait upon the Freehold and Inheritance of the said Premises, and be kept on Foot to prevent extinguishing the same, and to keep off and protect the said Capital Messuage and Premises from mesne Incumbrances. *In Witness, &c.*

*A Mortgage of an Estate by way of Lease and Release, and Defeasance, with a Covenant to levy a Fine; and a Proviso, That if the Mortgagor pays in Part of the Money by a Time limited, then Part of the mortgaged Premises to be reconveyed to the Mortgagor, to such Uses as he shall direct; and the remaining Part of the Premises only to remain as a Security for the rest of the Mortgage-Money unpaid.*

*The Lease and Release.*

**T**His Indenture Tripartite made, &c. Between B. D. of, &c. and C. his Wife, of the first Part; E. B. of, &c. of the second Part; and A. B. of, &c. of the third Part: *Witnesseth*, That the said B. D. and C. his Wife, for and in Consideration

tion of the Sum of, &c. to them in Hand paid by the said A. B. And the said E. B. in Consideration of the Sum of, &c. to him in Hand also paid by the said A. B. By and with the Consent and Agreement of the said B. D. and C. his Wife, in full of the Principal and Interest Money due to the said E. B. on one Indenture of Mortgage, bearing Date, &c. made of the Premises herein after mentioned, by the said B. D. and C. his Wife, to the said E. B. for securing the Principal Sum of, &c. and Interest; the Receipt of which said several Sums of, &c. they the said B. D. and C. his Wife, and E. B. do hereby respectively confess and acknowledge; and for other good Causes and Considerations them thereunto moving; they the said B. D. and C. his Wife, and also the said E. B. at their Request, and by their Direction and Appointment, *Have*, and every and either of them hath granted, bargain'd, sold, alien'd, released and confirmed, and by these Presents do, and every and either of them doth grant, &c. unto the said A. B. (in his actual Possession now being, by Vertue of a Bargain and Sale to him thereof made by the said B. D. and C. his Wife, by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year; and by Force of the Statute for *Transferring of Uses into Possession*) and to his Heirs and Assigns, *All* that Capital Messuage or Tenement, with the Appurtenances, called, &c. with all Houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods, and Soil of Woods, Fishings, Ways, Waters, Watercourses, Streams, Wears, Commons, Profits, Emoluments, and other Hereditaments whatsoever to the said Messuage or



Tenement belonging, or in any wise appertaining, or therewith used, held or enjoyed, or reputed, known or taken, as Part, Parcel or Member thereof, or appurtenant thereunto, situate, lying and being in, &c. and containing by Estimation 200 Acres, more or less, and late in the Tenure or Occupation of, &c. his Assigns or Under-Tenants, and now in the Tenure or Occupation of the said B. D. his Assigns or Under-Tenants. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said B. D. C. his Wife, and the said E. B. or any or either of them, of, in or to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances. And also all Deeds, Evidences and Writings touching or concerning the said Premises, or any Part thereof, now in the Custody or Possession of them the said B. D. C. his Wife, and the said E. B. or either of them, or which they or either of them can or may get or come by without Suit in Law. *To have and to hold* all and singular the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, with their and every of their Appurtenances, unto the said A. B. his Heirs and Assigns, *To the* only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever. *And* the said B. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing whatsoever by him the said B. D. done or committed to the contrary) he the said

said B. D. or the said E. B. is or are lawfully and rightfully seized of and in the said Capital Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-Simple, without any manner of Condition, Mortgage, Limitation of Use or Uses, or any other Matter, Cause or Thing whatsoever, whereby to alter, change, charge and determine the same. *And also,* That (for and notwithstanding any Act, Matter or Thing as aforesaid) he the said B. D. or the said E. B. hath or have good Right, full Power and lawful Authority, in his or their own Right, to grant and convey the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, with the Appurtenances, unto the said A. B. his Heirs and Assigns, To the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents. *And also,* That the said A. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times, from henceforth for ever hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy, ~~all~~ and singular the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said B. D. his Heirs or Assigns, or of any other Persons whatsoever claiming, or to claim, by, from or under him, them, or any of them (except as is hereafter excepted.) *And* that freed and discharged, or otherwise well and sufficiently saved and kept harmless of and from all former and other Bargains,

gains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Trusts, Entails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rent; and of and from all other Charges, Estates, Rights, Titles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by him the said B. D. his Heirs or Assigns, or any other Person or Persons whatsoever claiming, or to claim, by, from or under him, them, or any of them: (Except one Indenture of Lease, bearing Date, &c. made of Part of the said Premises by the said B. D. to one H. P. for the Term of, &c. under the yearly Rent of, &c. And also, Except one other Indenture of Lease, bearing Date, &c. made by the said B. D. and C. his Wife, of the other Part of the said Premises, to one C. P. for the Term of, &c. under the yearly Rent of, &c. And also, Except one other Indenture of Lease, bearing Date, &c. made of other Parts of the said Premises above mentioned, by the said B. D. and C. his Wife, to one W. W. for the Term of, &c. under the yearly Rent of, &c.) And the said E. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said A. B. his Heirs and Assigns, shall and may from Time to Time, and at all Times, for ever hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation,



tion, Interruption and Denial of him the said E. B. his Heirs or Assigns, or of any other Person or Persons whatsoever claiming, or to claim, by, from or under him, them, or any of them, or by his or their Means or Procurement. And the said B. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said B. D. and C. his Wife, shall and will at the End of *Hilary* Term next coming, at the proper Costs and Charges in the Law of the said B. D. before the Queen's Majesty's Justices of her Court of *Common Pleas* at *Westminster*, in due Form of Law acknowledge and levy to the said A. B. and his Heirs, one Fine *Sur Conscience de Droit comece*, &c. with Proclamations, to be thereupon had according to the Form of the Statute in that Case made and provided, of the said Capital Messuage, and all and singular other the Premises above mentioned, with the Appurtenances, by such Name and Names, Qualities and Number of Messuages, Acres and Things, and in such Sort, Manner and Form, as by the Council learned in the Law of the said A. B. shall be advised and thought fit. And further, That he the said B. D. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, or any Part thereof, by, from or under him, (except before excepted) shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, &c. All and every such further and

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other

other lawfull and reasonable Grants, Acts, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above mentioned, with the Appurtenances, unto the said A. B. his Heirs and Assigns, To the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; as by the said A. B. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised, or advised and required. And lastly, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That the said Fine hereby agreed to be levied in Manner aforesaid, and also all and every other Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, &c. by or between the said Parties to these Presents, or by or between them or either of them, and any other Person or Persons whatsoever, of the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, with the Appurtenances, or any Part thereof, either alone by it self, or jointly with any other Lands, Tenements and Hereditaments, Shall be and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the said Capital Messuage and Premises above mentioned, with the Appurtenances, To and for the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever, according to the

true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*The Defeazance.*

**T**his Indenture made, &c. Between A. B. of, &c. of the one Part; and B. D. of, &c. of the other Part. Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. of this instant, &c. the Release being Tripartite, and made between the said B. D. and C. his Wife, of the first Part; E. B. of, &c. of the second Part; and the said A. B. of the third Part. The said B. D. and C. his Wife, for and in Consideration of the Sum of, &c. to them in Hand paid by the said A. B. And the said E. B. in Consideration of the Sum of, &c. of like, &c. to him in Hand also paid by the said A. B. by the Consent and Agreement of the said B. D. and C. his Wife, in full of the Principal and Interest Money due to the said E. B. on one Indenture of Mortgage, bearing Date, &c. made of the Premises therein and herein after mentioned by the said B. D. and C. his Wife, to the said E. B. for securing the Sum of, &c. and Interest. The said B. D. and C. his Wife, and also the said E. B. by their Direction and Appointment, Did grant, bargain, sell, alien, release and confirm unto the said A. B. and to his Heirs and Assigns, All that Capital Messuage or Tenement, with the Appurtenances, called or known by the Name of, &c. with all Houses, Edifices, Buildings, Barns, Stables, Gardens, Orchards, Farms, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Woods, Underwoods, and Soil of Woods, Fishings, Ways, Waters, Watercourses, Streams, Wears, Commons, Profits, Emoluments, and



and other Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith held or enjoyed, or reputed, known or taken, as Part, Parcel or Member thereof, or appurtenant thereunto, situate, lying and being in the Parish of, &c. and containing by Estimation 200 Acres, more or less, late in the Tenure or Occupation of, &c. his Assigns or Under-Tenants, and now in the Tenure or Occupation of the said B. D. his Assigns or Under-Tenants. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances; To hold unto the said A. B. his Heirs and Assigns, to the only proper Use and Behoof of the said A. B. his Heirs and Assigns for ever. In which said Indenture is contained a Covenant for the said B. D. and C. his Wife, to levy a Fine of the Capital Messuage and Premises above mentioned, to the Use of the said A. B. and his Heirs; as in and by the said recited Indenture may more fully and at large appear. And whereas the said Indentures of Release or Conveyance above recited, and the Fine therein agreed to be levied were intended only as a Security for the Repayment of the said, &c. being the Consideration Money therein mentioned, with Interest for the same. Now this Indenture witnesseth, That the said A. B. doth hereby, for himself, his Heirs, Executors, Administrators and Assigns, covenant, grant and agree to and with the said B. D. his Heirs and Assigns, That if the said B. D. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming; and also

the further full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary: that then, and at any Time thenceafter, he the said A. B. his Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said B. D. his Heirs or Assigns, reconvey or otherwise transfer and assure all and singular the said Capital Messuage, Lands, Hereditaments and Premises above mentioned, with the Appurtenances, unto the said B. D. his Heirs and Assigns, or to whom he or they shall appoint, by such Ways and Means as the said B. D. his Heirs or Assigns, or his or their Council learned in the Law shall be devised, advised and required. And also shall and will at the like Request, Costs and Charges of the said B. D. his Heirs or Assigns, assign or otherwise transfer, or cause to be assigned and transferred, the Remainder of a certain Term of 500 Years granted of the said Premises, by Indenture bearing Date, &c. made between, &c. and by Indenture bearing Date, &c. made between, &c. assigned to, &c. in Trust for the said A. B. to attend the Conveyance above recited unto such Person or Persons as the said B. D. his Heirs or Assigns, shall direct and nominate, In Trust for the said B. D. and his Heirs, and to attend the Inheritance, so as the Person or Persons who is or are to make such Reconveyance, or other Assurance and Assignment, by Force of these Presents, be not compelled or compellable for the doing thereof, to travel or go from the Place or Places of his or their respective Habitation or Abode, at the Time of such Request to be made; nor to enter into any further or more general

general Covenants than against him and themselves respectively, and his and their respective Acts. And also, That he, the said A. B. his Heirs, Executors and Administrators, shall and will on Payment of the said Sum of, *£*. and, *£*s. by the said B. D. at the Days and Times, and in Manner and Form aforesaid, deliver or cause to be delivered unto the said B. D. his Heirs or Assigns, all and every the Deeds, Evidences and Writings, mentioned and expressed in the Schedule hereto annexed, whole, safe, and uncanceled; any Thing herein contained to the contrary notwithstanding. *Provided* always, and it is further covenanted and agreed by and between the said Parties to these Presents, That if the said B. D. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators, or Assigns, the full Sum of, *£*s. Part of the said *£*s. Principal Money above mentioned, with such Interest as shall be due for the same before the said, *£*s. and Interest shall become payable, or be paid, by Vertue of these Presents; and of such Payment, do give six Months Notice in Writing beforehand to the said A. B. his Executors, Administrators or Assigns, that he or they may have Time to procure another Security for the said, *£*s. That then, and at any Time thereafter, he the said A. B. his Heirs, Executors and Administrators, shall and will at the Request, Costs and Charges of the said B. D. his Heirs or Assigns, reconvey or otherwise transfer the Messuages, Lands, Tenements, Hereditaments and Premises, (Part of the Capital Messuage and Premises above mentioned) now in the several Possessions of, *£*s. with the Appurtenances, unto the said B. D. his Heirs and Assigns, or to whom he  
or



or they shall direct or appoint. And that then, and from thenceforth, the remaining Part of the said Capital Messuage and Premises above mentioned shall remain and be only as a Security for the, &c. and Interest which shall remain unpaid of the said, &c. above mentioned, to be the Consideration of the said recited Indenture of Release; any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*

*A Covenant to levy a Fine for strengthening a Mortgage of Lands for 1000 Years, first to corroborate the Mortgage, and after to the Use of the Mortgagor and his Heirs.*

**T**HIS Indenture made, &c. Between J. B. of, &c. of the one Part; and J. A. of, &c. of the other Part: *Witnesseth*, That the said J. B. in Pursuance and Part of Performance of the Covenants and Agreements by him entred into, on the Sale to the said J. A. of the Tenements herein after mentioned; and for the better settling and assuring of the same Tenements, to, for and upon the several Uses, Intents and Purposes herein after limited, expressed and declared; he the said J. B. Hath covenanted and granted, and by these Presents doth for himself, his Heirs and Assigns, covenant and grant to and with the said J. A. his Heirs and Assigns, That he the said J. B. shall and will before the End of *Hilary* Term next coming, before the Justices of Her Majesty's Court of *Common-Pleas* at *Westminster*, in due Form of Law acknowledge and levy unto the said J. A. and his Heirs, one Fine *Sur Consuance de Droit come ceo, &c.* with Proclamations to be thereupon had, according to the Statute in that Case made and provided, of *All* that Messuage, &c. called or known by the Name of,

of, &c. situate, &c. in the Tenure of, &c. And also all Ways, &c. And also the Reversion and Reversions, &c. by such Name and Names, Quantities and Number of Acres and Things, and in such Sort, Manner and Form, as by the Council of the said J. A. shall be advised and thought fit, Which said Fine so or in any other manner to be had and levied, and all and every other Fine and Fines already had, or at any Time hereafter to be had and levied, sued or prosecuted, of the Premises above mentioned, or any Part thereof, by it self, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or between them or either of them, and any other Person and Persons on this Side, and before the End of *Hilary* Term next coming, as for and concerning *All* and singular the said Premises above mentioned, with the Appurtenances, *Shall* be and enure, and shall be adjudged, esteemed and taken to be and enure; and the said J. A. and his Heirs, and all and every other Person and Persons, and his and their Heirs, which now is or are, or which at the Time of the perfecting of the said Fine, shall stand and be seized of and in the said Premises, shall at all Times thenceafter stand and be seized of and in the same Premises, with the Appurtenances, *To* and for the Use and Behoof of J. E. of, &c. his Executors, Administrators and Assigns, for and during all the rest and Residue which is yet to come and unexpired, of a certain Term of *1000* Years granted by the said J. A. of the said Messuage and Premises, unto one J. B. of, &c. By Indenture bearing Date, &c. And by him the said J. B. lately assign'd to the said J. E. by Indenture Tripartite, bearing Date, &c. And for

for the strengthening, corroborating and confirming of the said Term, subject nevertheless to the Proviso or Condition in the said Indenture Tripartite contained: And from and after the End or other sooner Determination of the said Term of 1000 Years: Then to and for the only proper Use and Behoof of the said J. A. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Deed to subject an Estate mortgaged to the Payment of more Monies borrowed.*

**T**His Indenture made, &c. Between W. B. of, &c. of the one Part, and T. E. of, &c. of the other Part. Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. made between the said W. B. of the one Part, and B. P. of, &c. of the other Part: He the said W. B. in Consideration of the Sum of, &c. to him paid by the said B. P. Did grant, bargain and sell, alien, release and confirm unto the said B. P. All those Manors, &c. To be had and holden unto the said B. P. his Heirs and Assigns, To the only proper Use and Behoof of the said B. P. his Heirs and Assigns for ever: Which said recited Indenture of Release was, by a Proviso or Condition therein contained, made defeasible on Repayment of the said, &c. with Interest, at certain Days and Times therein mentioned, and now past; as in and by the said recited Indenture of Release may appear. And whereas in and by certain other Indentures of Lease and Release, bearing Date, &c. the Release being Tripartite, and made between the said W. B. of the first Part, the said B. P. of the second Part, and



and the said *T. E.* of the third Part: In Consideration of the Sum of, *&c.* to the said *B. P.* in Hand paid by the said *T. E.* he the said *W. B.* and the said *B. P.* by his Direction and Appointment, *Did* grant, bargain and sell, alien, release and confirm unto the said *T. E.* and his Heirs and Assigns for ever, *All* and singular the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, and the Rents, Reversions, Remainders and Services thereof, and all their Estate and Interest therein; *To be had and holden* unto the said *T. E.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. E.* his Heirs and Assigns for ever, discharged of and from the Proviso or Condition in the said Indenture of Release above recited contained, and of and from all Benefit and Equity of Redemption of the said Manors and Premises by Vertue or Colour thereof, or otherwise howsoever, subject nevertheless to be redeemed by the said *W. B.* and his Heirs, on his or their Payment to the said *T. E.* of the Sum of, *&c.* with Interest, in such manner as should be expressed and declared in and by one Indenture Tripartite, intended to bear Date the Day next after the Day of the Date of the said last recited Indenture of Release, and to be made between, *&c.* as in and by the said last recited Indentures of Lease and Release may more fully appear. *And whereas* the said *W. B.* having occasion of Moneys, as well to clear and discharge the Interest of the said, *&c.* as to serve his other Occasions, *Had* borrowed of the said *T. E.* the Sum of, *&c.* and for securing the Repayment thereof with Interest, he the said *W. B.* in and by one Bond or

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Obligation, bearing equal Date with these Presents, is become bound to the said T. E. in the penal Sum of, &c. conditioned for the Payment of, &c. in and upon, &c. as thereby may appear. *Now this Indenture witnesseth,* That the said W. B. for the better securing the Repayment of the said, &c. and Interest, according to the Condition of the said recited Obligation, doth hereby for himself, his Heirs and Assigns, grant and agree to and with the said T. E. his Executors, Administrators and Assigns, That all and singular the said Manors and Premises above mentioned, with the Appurtenances, shall stand, remain, continue and be a Security, as well for Payment to the said T. E. his Executors, Administrators or Assigns, of the said, &c. and Interest, for his and their sole Use and Benefit, according to the Condition of the said recited Obligation, as for Payment to the said T. E. of the said, &c. and Interest, in such Proportions as in the said recited Indenture of Defeazance is expressed. *And* that the said Manors and Premises, or any Part thereof, shall not be redeemed or redeemable, until full Payment shall be made, as well of the said, &c. and Interest, to the said T. E. his Executors, Administrators or Assigns, for his and their sole Use and Benefit, as of the said, &c. and Interest, to the said T. E. *And further,* That he the said W. B. and his Heirs, shall and will, at any Time hereafter on Request, do any other Act or Thing for the better securing the said, &c. and Interest, as by the said T. E. his Executors or Administrators, shall be advised or required. *In Witness, &c.*

*An Indentment on a Mortgage made upon borrow-  
ing more Money, for which Bond is given; and  
this is made as a collateral Security.*

**W** Hereas I the within named *A. B.* have,  
the Day of the Date hereof, received  
and borrowed of the within named *C. D.* the  
further Sum of, *£* *c.* as by an Obligation bearing  
even Date herewith, wherein I the said *A. B.*  
am bound unto the said *C. D.* in the penal Sum  
of, *£* *c.* conditioned for the Payment of the said  
Sum of, *£* *c.* with lawful Interest, on, *£* *c.* may  
appear. Now know all Men by these Presents,  
That I the said *A. B.* for the further Security  
and more sure Payment to be made of the said  
Sum of, *£* *c.* and all accruing Interest which shall  
hereafter become due for the same, Do hereby  
for me, my Heirs, Executors, Administrators and  
Assigns, covenant, grant and agree to and with  
the said *C. D.* his Executors, Administrators and  
Assigns, That the Messuage, Tenement, Lands  
and Premises, with the Appurtenances within  
mentioned, shall from Time to Time, and at all  
Times hereafter, remain, continue, and be sub-  
ject and liable to not only the Proviso within  
mentioned, but also the Condition of the said  
recited Obligation unto the said *C. D.* his Exe-  
cutors, Administrators and Assigns, as well to  
and for the Security and sure Payment of the  
said Sum of, *£* *c.* within mentioned, and all ac-  
cruing Interest thereof; and also to and for the  
Security and sure Payment of the said Sum of,  
*£* *c.* above mentioned, and all Interest therefore,  
according to the true Intent and Meaning here-  
of. In Witness, &c.

Cove-



*Covenants in Mortgages, That if the Mortgage Money be not paid according to the Proviso, the Mortgagee may sell the Land to satisfy himself, and that the Profits of the Premises shall be applied to discharge the Interest.*

**P**ROVIDED always, &c. But if the said Sum of, &c. and the said Sum of, &c. shall not be paid before the said Day, &c. which shall be in the said Year of our Lord, &c. That then and from thenceforth it shall and may be lawful to and for the said T. C. his Executors, Administrators and Assigns, absolutely to sell and convey away all and singular the said Manors, Messuages, Lands and Premises above mentioned; and all the Term and Estate of and in the same hereby granted and assigned unto him for the Purpose aforesaid. And it is hereby declared and agreed by and between all the said Parties to these Presents, That all the Profits of the said Manors and Premises be received before the said, &c. which shall be in the said Year of our Lord, &c. shall be paid and applied for and towards Payment of the Interest henceforth to grow due for the said Sum of, &c. and the said Sum of, &c. after the usual Rate. And if any more Rents or Profits shall be thereout received than shall be sufficient for that Purpose, that the same shall be discompted and allowed in Part of the said, &c. Principal Money.

*A Covenant in a Mortgage, That the Mortgagee shall pay a further Sum for an absolute Estate.*

**A**ND Lastly, It is covenanted, granted, concluded and agreed, by and between all the said Parties to these Presents, That if the said Sum of, &c. herein before mentioned, shall happen to be behind and unpaid at the Time and Place above limited and appointed for Payment thereof, and shall continue unpaid from that Time until, &c. That then, and from thenceforth, he the said A. B. his Heirs and Assigns, and every of them, shall and will from Time to Time, and at all Times, during the Space of seven Years next and immediately ensuing the said, &c. upon the reasonable Request, and at the Costs and Charges in the Law of the said C. D. and E. F. their Heirs and Assigns, make, do, acknowledge, execute and suffer, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, more perfect and absolute conveying, assuring and sure making of the said Manor, Lordship and Premises herein before mentioned to be granted, and every Part and Parcel thereof, with the Appurtenances, (except, &c.) unto the said C. D. and E. F. their Heirs and Assigns; as by them the said C. D. and E. F. or either of them, their or either of their Heirs or Assigns, or any of them, or any of their Council learned in the Law shall be devised, or advised and required. *In Consideration* whereof, and as a full and valuable Recompence and Satisfaction for such further and other ab-

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solute Assurance of the Inheritance of the said Premises as aforesaid, they the said C. D. and E. F. for themselves, their Heirs, Executors, Administrators and Assigns, and every of them, do covenant, promise, grant and agree to and with the said A. B. his Heirs and Assigns, That they the said C. D. and E. F. their Heirs, Executors, Administrators and Assigns, or some of them, shall and will from and after such further Assurance made as aforesaid, well and truly pay or cause to be paid unto the said A. B. his Heirs, Executors, Administrators or Assigns, the Sum of, &c. at such Time and Place as he or they shall reasonably limit or appoint. *Provided* always, and it is the Intent of the Parties aforesaid, That such Monies which shall grow due as Interest for the Forbearance of the said, &c. shall be deducted out of the same. *In Witness, &c.*

*A Mortgage of several Annuities granted by Settlement, and also of the Lands out of which the said Annuities are issuing and payable; with a Covenant to levy a Fine for the strengthening and confirming of the Grant of the Lands and Annuities, and separate Covenants for Enjoyment after Default in Performance of the proviso, &c.*

**T**His Indenture Tripartite made, &c. Between Sir J. W. Knt. (Son and Heir apparent of the Right Hon<sup>ble</sup> B. Lord W.) and Dame M. Wife of the said Sir J. W. of the first Part; T. C. Esq; (Second Son of the Right Honourable T. Lord C. Baron of, &c.) of the second Part; and G. N. of, &c. Gent, of the third Part. *Whereas* by one Indenture Tripartite, bearing Date,



Date, &c. made or mentioned to be made between the said B. Lord W. and the Lady M. his Wife, and S. W. of, &c. of the first Part; the said Sir J. W. of the second Part; and the said Dame M. now Wife of the said Sir J. W. (by her then Name of M. P. Widow; the Relict of T. P. late of, &c. deceased) G. P. of, &c. R. B. of, &c. Esq; of the third Part. And by Vertue of one or more Fine or Fines in the said Indenture, covenanted to be had and levied before the End of, &c. Term then next ensuing the Date of the said Indenture; which Fine or Fines were accordingly had, levied, and acknowledged. And by Force of the Statute for *Transferring Uses into Possession*, or by Vertue of some other good Conveyance and Assurance in the Law heretofore lawfully had and executed, All that the Manor of, &c. with its Rights, Members and Appurtenances, situate, lying and being in, &c. And all that Capital Messuage or Mansion-house called, &c. and the Advowson, Presentation, and Right of Patronage, of, in and to the Parish Church of, &c. aforesaid; and all and every the Messuages, &c. and Appurtenances to the said Manor, Capital Messuage and Premises, and every or any of them belonging, or in any wise appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof; and all and singular other the Messuages, &c. situate, &c. aforesaid; and the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, (except, &c.) were conveyed, limited or settled, immediately from and after the Solemnization of the Marriage in the said Indenture mentioned, to be then intended to be shortly after had and solemnized

between the said Sir J. W. and M. P. (which said Marriage hath since been had and solemnized accordingly) To the Uses, Intents and Purposes, and upon the Trusts, and under the Proviso's, in the said Indenture declared and expressed; (that is to say) To the Use and to the Intent, that the said Sir J. W. should and might from Time to Time, during the joint Lives of the said B. Lord W. and Sir J. W. have and receive out of the said Manors and Premisses the annual or yearly Sum of, &c. payable at the Feasts of, &c. the first Payment to begin and to be made at, &c. and to the Use and Intent, That immediately after the Decease of the said B. Lord W. the said Sir J. W. and the said M. P. (now Dame M. W.) should and might from Time to Time, during the joint Lives of the said Sir J. W. and the said Dame M. have and receive, to be issuing out of the said Manors and Premisses, the annual or yearly Rent or Sum of, &c. And that if it should happen the said respective annual or yearly Rents of, &c. or any Part thereof, should be behind and unpaid by the Space of, &c. That then, and so often, it should and might be lawful to and for the said Sir J. W. and M. P. respectively, and their respective Assigns, into and upon the said Manors and Premisses, or any Part thereof, (except before excepted) to enter and distrain; and the Distress and Distresses then and there from Time to Time found, to take, drive, carry away, and impound and keep, until the said several yearly Rents of, &c. and the respective Arrears thereof, (if any be) should be fully satisfied and paid; as in and by the said recited Indenture (amongst divers other Things therein contained) more fully may appear. Now this Indenture witnesseth, That for and in

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Consideration of the Sum of, &c. to the said Sir J. W. and Dame M. his Wife, in Hand paid by the said T. C. at or before the sealing and delivery of these Presents; the Receipt whereof the said Sir J. W. doth acknowledge; and thereof, and of every Part thereof, doth clearly and absolutely acquit, release and discharge the said T. C. his Executors, Administrators and Assigns. And also in Consideration of the Sum of, &c. of like, &c. to them the said Sir J. W. and Dame M. in Hand paid by the said G. N. the Receipt whereof is hereby also acknowledged; they the said Sir J. W. and Dame M. his Wife, Have granted, bargained, sold, assigned and set over, and by these Presents do grant, &c. unto the said G. N. (by the Nomination and Appointment of the said T. C.) the said annual or yearly Sum of, &c. herein before mentioned to have been limited to the said Sir J. W. during the joint Lives of the said Lord W. and Sir J. W. to be issuing out of the said Manors and Premises above recited. And also the said annual or yearly Rent or Sum of, &c. herein before mentioned to have been limited to the said Dame M. W. immediately from and after the Decease of the said B. Lord W. during the joint Lives of the said Sir J. W. and her the said Dame M. to be also issuing out of the said Manors and Premises above mentioned as aforesaid: Together with the Liberty and Power of entering into, and distraining upon, the said Manor and Premises, and every or any Part or Parcel thereof for the said several yearly Rents of, &c. and Arrears thereof; and all other Ways, Means and Remedies for the Recovery of the said yearly Rents, or either of them, which they the said Sir J. W. and Dame M. his Wife, or either of them, have,



or may or ought to have, by Force and Vertue of the said recited Indenture, and other Assurances, or otherwise howsoever. *To have and to hold* the said yearly Sum of, &c. unto the said G. N. his Heirs and Assigns, from the Day of the Date hereof, unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if the said B. Lord W. and Sir J. W. shall both of them jointly so long live. *And to have and to hold* the said annual Rent or yearly Sum of, &c. unto the said G. N. his Heirs and Assigns, from and immediately after the Decease of the said B. Lord W. for and during the Term of 99 Years, and from thence fully to be compleat and ended, if the said Sir J. W. and Dame M. his Wife, shall both of them jointly so long live. *And this Indenture further witnesseth*, That the said Sir J. W. and Dame M. his Wife, for and in Consideration of the said Sum of, &c. so to them in Hand paid by the said T. C. as aforesaid, *Have* demised, granted, bargained and sold, and by these Presents do demise, &c. unto the said T. C. *All* that the said Manor of, &c. with its Rights, Members and Appurtenances, and the said Capital Messuage, &c. (*prout antea*;) *To have and to hold* the said Manors, Messuages, Lands, Tenements, Woods, Underwoods, Advowson, and all and singular other the Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. C. his Executors, Administrators and Assigns, from, &c. unto the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waste. *And* the said Sir J. W. for himself, his Heirs, Executors and

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Administrators, doth covenant, promise and grant to and with the said T. C. his Executors, Administrators and Assigns, That he, the said Sir J. W. and the said Dame M. his Wife, shall and will before the End of, &c. next ensuing the Date hereof, at the proper Costs and Charges in the Law of the said Sir J. W. acknowledge and levy in due Form of Law unto the said T. C. one or more Fine or Fines *Sur concessit*, &c. according to the usual Course of such Fines in such Cases used, of all and singular the said Manors, Messuages, Lands, Tenements and Premises hereby to him the said T. C. demised, or mentioned to be demised, and every Part and Parcel thereof, with the Appurtenances, by such Names, Quantities and Qualities of Land, Numbers of Messuages, Acres and Things, as shall be convenient. *To have and to hold* the same Premises unto the said T. C. his Executors and Administrators, for and during the said Term of 500 Years above demised: Which said Fine or Fines, and all and every other Fine or Fines, had, levied or acknowledged, or to be had, &c. by the said Sir J. W. and Dame M. his Wife, by any Name or Names whatsoever, unto the said T. C. or to any other Person or Persons whomsoever, of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, or mentioned to be demised, or of any Part or Parcel thereof, at any Time or Times within one Year next after the Date hereof, *Shall be* and enure, and shall be construed, adjudged, deemed and taken, to be and enure: And is by all the said Parties to these Presents agreed and declared, *To be and enure*, for the corroborating, strengthening and confirming of this Indenture, and of the Demise and Grant of

the Premises hereby made unto the said T. C. And also for the corroborating, strengthening and confirming of the Grant, Bargain, Sale and Assignment hereby made, or mentioned to be made, of the said several yearly Rents or Sums of, &c. unto the said G. N. according to the true Intent and Meaning of these Presents. *Provided* always, and it is hereby covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, That if the said Sir J. W. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said T. C. his Executors, Administrators or Assigns, at or in, &c. the full Sum of, &c. in Manner and Form following; (that is to say) &c. Part thereof in and upon, &c. next coming, and, &c. the Residue thereof upon, &c. which will be in the Year of our Lord, &c. without any Delay, and without any Defalcation, Deduction or Abatement, for or in Respect of any Taxes, Assessments, Payments or Impositions whatsoever, either ordinary or extraordinary; that then and from thenceforth this present Indenture, and every Thing herein contained; and also the said Term and Estate made, or intended to be made, by the said Fine or Fines herein before covenanted to be levied as aforesaid, shall cease and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said Sir J. W. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said T. C. his Executors and Administrators, by these Presents, That he the said Sir J. W. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said T. C. his Executors, Administrators



strators or Assigns, the said Sum of, &c. at the Place, and on the Days and Times, and in such Sort, Manner and Form, as is mentioned and expressed in the Proviso above written, without any Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents. And the said Sir J. W. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. C. his Executors, Administrators and Assigns, in Manner and Form following; (that is to say) That if he the said Sir J. W. his Heirs, Executors or Administrators, shall make any Default in Payment of the said Sum of, &c. in part or in all, on any the Days and Times herein before appointed for Payment thereof; then he the said G. N. his Heirs and Assigns, shall or lawfully may from thenceforth quietly and peaceably have, take, receive and enjoy the said several yearly Rents of, &c. when and as the same shall become due and payable during the Residue of the said respective Terms above mentioned to be granted to the said G. N. And also, That he the said T. C. his Executors, Administrators, and Assigns, shall or lawfully may, from and after any such Default, quietly and peaceably enter into, have, hold, occupy, possess and enjoy, All and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, for and during all the rest and Residue of the said Term of 500 Years above granted then to come and unexpired, without the Let, Trouble or Interruption of the said Sir J. W. and Dame M. his Wife, or either of them, or any Person or Persons lawfully claiming, by, from or under them, or either of them, or any other Person or Persons whatsoever, other than

than and except, &c. And that the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised and granted, and the said several yearly Rents of, &c. herein before granted and assigned, now are, and during the said respective Terms herein before demised and granted, shall remain, continue and be unto the said T. C. and G. N. respectively, and their respective Executors, Administrators and Assigns, free and clear, and freely and clearly acquitted and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Debts, Duties, Judgments, Statutes Merchant and of the Staple, Recognizances, Charges, Troubles, Forfeitures and Incumbrances whatsoever. (Except, &c.) And further, That if any Default shall be made by the said Sir J. W. his Heirs, Executors or Administrators, in the Payment of the said Sum of, &c. in part or in all, at any the Days or Times whereon the same is before covenanted to be paid, although no Demand be thereof made: That then and from thenceforth the said Sir J. W. and Dame M. his Wife, and the Heirs and Assigns of the said Sir J. W. and all and every other Person and Persons whatsoever, having or lawfully claiming, or that shall or may at any Time or Times hereafter have or lawfully claim, any Estate, Right, Title or Interest, of, in or to the Premises hereby granted or demised, or mentioned to be granted or demised, or of, in or to any Part or Parcel thereof, (except before excepted) shall and will from Time to Time, and at all Times, at and upon the reasonable Request, and proper Costs and Charges in the Law of the said T. C.

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his Executors, Administrators or Assigns, do make, levy, execute, acknowledge and suffer, all and every such further and other reasonable Act and Acts, Thing and Things, for the better and more perfect assuring and confirming of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every or any Part or Parcel thereof, with the Appurtenances, unto the said T. C. his Executors, Administrators and Assigns, for and during all the Residue of the said respective Terms hereby demised and granted, which shall be then to come and unexpired, be it by Fine or Fines *Sur Conusans de Droit come cio, &c.* or any other Fine or Fines, Deed or Deeds indented or poll, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release and Confirmation, or by all and every, or any of the said Ways or Means, or by any other Ways or Means in the Law whatsoever; as by the said T. C. his Executors, Administrators and Assigns, or by his or their Council learned in the Law shall be reasonably devised, or advised and required. *And lastly,* It is covenanted and agreed by and between all the said Parties to these Presents, and hereby so declared, That until Default shall be made of or in Payment of the said Sum of, *&c.* at the Days and Times above mentioned; they the said Sir J. W. and Dame M. his Wife respectively, according to their respective former Estates and Interests which they had in the Premises above mentioned before the making of these Presents, shall or lawfully may receive and take to their own Use the said several yearly Rents of, *&c.* as the same shall respectively become due and payable. And also all the Rents and Profits of the said  
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Manors, Lands, Tenements and Premisses hereby demised, or mentioned or intended to be demised, without the Let, Trouble, Hindrance or Denial of them the said T. C. or G. N. their or either of their Heirs, Executors, Administrators or Assigns, and without any Account to be given or rendred to them for the same *In Witness, &c.*

*Assignments of Mortgages, Collateral Securities, and Securities against Incumbrances, &c.*

*An Assignment of a Mortgage of a Manor and Lands ( held by Grant and Patent from the Crown ) for 400 Years; with Proviso, That on Payment of the Money, the Mortgagee to assign and transfer the Premisses, and redeliver Deeds to the Mortgagor.*

**T***His Indenture Tripartite, made, &c. Between S. W. of, &c. Gent', of the first Part; R. W. of, &c. Esq; of the second Part; and E. F. of, &c. of the third Part. Whereas by Indenture bearing Date, &c. made between the said S. W. and J. W. of, &c. Esq; and T. E. of, &c. of the one Part, and the said R. W. of the other Part: He the said S. W. for and in Consideration of the Sum of 1500 l. of, &c. to him in Hand paid by the said R. W. the Receipt whereof the said S. W. did thereby confess and acknowledge; and the said J. W. and T. E. in Pursuance and Part of Performance of the Trust in them reposed by the said S. W. and at his Instance and Request signified by his joining therein, and signing*

ing and sealing thereof: And in Consideration of  
5 s. of like, &c. to them likewise in Hand paid  
by the said R. W. he the said S. W. and the said  
J. W. and T. E. by his Direction and Appoint-  
ment, testified as aforesaid, *Did* grant, bargain  
and sell unto the said R. W. *All* that the Capital  
Messuage and Messuages, called or known by the  
Name of, &c. in the Parish of, &c. with all the  
Barns, Stables, Out-houses, Orchards, Gardens,  
Yards, Pigeon-houses, Backsides, and Appurte-  
nances thereunto belonging. And all that the  
Manor of, &c. with the Appurtenances, in the  
said County of, &c. Together with the Site of  
the said Manor, and the Royalties, Liberties, and  
Court Leet or View of Frank-pledge; and all  
that which to a Court Leet or View of Frank-  
pledge belongeth, and extending in and through-  
out the said Manor of, &c. in the said County  
of, &c. with all the Powers and Authorities an-  
nexed, incident or belonging to the same. And  
also all Perquisites of Courts, Quit-Rents, Fees,  
Fines, Amerciaments, Dues, Duties, Suits, Waifs,  
Estrays, Deodands, Goods of Felons and Fugi-  
tives, and Persons put in Exigents, Forfeitures,  
Escheats, Emoluments, Franchises and Appurte-  
nances whatsoever to a Court Leet or View of  
Frank-pledge belonging, or in any wise apper-  
taining, in as full and ample Manner as E. F.  
G. E. of, &c. Esqs; and, &c. or any one or  
more of them, could or might at any time hold,  
use or exercise the same, by Vertue of any Let-  
ters Patent or Patents had or made by and from  
King *James* the First, unto, &c. or by any other  
Means whatsoever; together with all and every  
the Letters Patents, and Grants of the same.  
And also, *All* that Messuage or Farm-house, with  
the Appurtenances, situate in, &c. aforesaid, now  
or

or late in the Tenure of, &c. together with those Lands at any Time called or known by the Name of, &c. and now divided into several Parcels, or Closes called, &c. *All* which said Lands, or the greatest Part of them, then or then late were in the Possession of the said, &c. and were or are called by the Name of, &c. And also all those Lands, Meadows and Pastures, called, &c. thentofore in the Possession of, &c. and then or late of, &c. and purchased by, &c. of, &c. and adjoining to, &c. And also all Ways, Passages, Hedges, Hedge-rows, Woods, Underwoods, Commons, Waits, Rights, Privileges, Royalties, Fishings, Quit-Rents, Profits, and other Appurtenances whatsoever to the said Manor of, &c. and to the Messuages, Lands and Premisses aforesaid, or any of them belonging, used, or appertaining, or at any Time thentofore accepted, reputed or taken, as Part, Parcel or Member thereof. And all other the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, which the said S. W. then lately purchased to him and his Heirs of and from, &c. situate, lying and being in or near the Parishes, Towns, Villages, Hamlets, Precincts or Territories of, &c. aforesaid, or in or near any or either of them in the said County of, &c. (except as in the said recited Indenture is mentioned to be excepted.) And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of *All* and singular the said Manor and Premisses above mentioned to be thereby granted, and of every Part and Parcel thereof, with the Appurtenances, *To hold* unto the said R. W. his Executors, Administrators and Assigns, for and during and unto the full End and Term of 400 Years from thence next and immediately ensuing



suig and following, fully to be compleat and ended, without Impeachment of or for any manner of Waste, *At* and under the yearly Rent of a Pepper-Corn: Which said recited Indenture was, by a Proviso or Condition therein contained, made defeazible, on Payment by the said S. W. unto the said R. W. of the said Sum of 1500 *l.* and Interest, at certain Days therein mentioned then to come, and now long since past; as in and by the said recited Indenture may more at large appear. *And whereas* not only all the Interest of the said 1500 *l.* hath been duly paid unto the Day of the Date hereof, but also the Sum of 300 *l.* in Part of the Principal Sum of 1500 *l.* so that there remains due to the said R. W. on the said recited Mortgage, the Sum of 1200 *l.* and no more. *Now this Indenture witnesseth*, That the said R. W. for and in Consideration of the Sum of 1200 *l.* of, &c. to him in Hand paid by the said E. F. (by and with the Consent and Agreement of the said S. W. testified by his being a Party hereto, and sealing and delivery hereof;) the Receipt of which said Sum of 1200 *l.* he the said R. W. doth hereby confess and acknowledge; he the said R. W. with the like Consent, and by the Direction and Appointment of the said S. W. testified as aforesaid, *Hath* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said E. F. *All* and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, to be granted in and by the said recited Indenture, with their and every of their Appurtenances, together with the said recited Indenture. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever,

soever, as well in Equity as in Law, of him the said R. W. of, in and to the said Manors and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. F. her Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 400 Years above recited which is yet to come and unexpired. And the said R. W. doth by these Presents, for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said E. F. her Executors, Administrators and Assigns, That he the said R. W. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Manor and Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate or otherwise howsoever. And this Indenture further witnesseth: That the said S. W. for the Consideration aforesaid, and for the better securing the Repayment of the said 1200 l. and Interest, and in Consideration also of the Sum of 5 s. of, &c. to him in Hand paid by the said E. F. the Receipt whereof is hereby acknowledged; he the said S. W. *Hath* granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said E. F. *All* and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said S. W.

of, in and to the said Manor and Premises, and of, in and to every or any Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Manor and Premises above mention'd, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said E. F. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 400 Years above recited which is yet to come and unexpired, absolutely freed and discharged of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Benefit and Equity of Redemption by Vertue or Colour thereof, or otherwise howsoever. *Provided* always, and upon Condition, That if the said S. W. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said E. F. her Executors, Administrators or Assigns, the full and just Sum of 36 *l.* of, &c. in and upon the Day of, &c. next coming; and the further Sum of 1236 *l.* of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction, Defalcation or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, imposed or to be imposed by any Act or Acts of Parliament, or otherwise howsoever: That then, and at any Time thenceafter, the the said E. F. her Executors or Administrators, shall and will at the Request, Costs and Charges of the said S. W. surrender, assign, or otherwise transfer, *All* and singular the said Manor and Premises, with the Appurtenances, unto the said S. W. his Heirs and Assigns, or to whom he or they shall appoint, in such Manner as by Council learned in the Law shall be reasonably advised, so as the



Person or Persons, who is or are to make such Surrender or Assignment, be not compellable by Force of these Presents to travel or go for the Doing thereof from the Place or Places of his or their respective Habitation or Abode at the Time of such Request, nor to enter into any further or more general Covenants than against her and themselves respectively, and her and their respective A&S. *And* then also she the said E. F. her Executors, Administrators or Assigns, shall and will redeliver unto the said S. W. his Heirs or Assigns, *All* and every the Deeds, Evidences and Writings in the Schedule hereto annexed mentioned and contained, safe, whole and uncanceled; any Thing herein contained to the contrary thereof in any wise notwithstanding.

— *And* the said S. W. doth by these Presents, for himself, his Heirs and Assigns, covenant and grant to and with the said E. F. her Executors, Administrators and Assigns, That he the said S. W. his Heirs and Assigns, shall and will well and truly pay or cause to be paid unto the said E. F. her Executors, Administrators or Assigns, the said Sum of, *&c.* in and upon the said Day of, *&c.* next coming; and also the said further full Sum of, *&c.* in and upon the said, *&c.* which will be in the said Year of our Lord, *&c.* without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents.

*And also*, That she the said E. F. her Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the rest and Residue of the said Term of 400 Years above recited which shall be then to come and unexpired, peaceably and quietly enter into, have,

have, hold, occupy, possess and enjoy, *All* and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said S. W. his Heirs and Assigns, and of all and every other Person or Persons whatsoever. *And also*, That he the said S. W. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manor and Premises above mentioned, or any Part thereof, shall and will from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, *At* the Request of the said E. F. her Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Manor and Premises above mentioned, with the Appurtenances, unto the said E. F. her Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 400 Years above mentioned which shall be then to come and unexpired, freed and discharged of and from the Proviso or Condition herein contained, and all Benefit and Equity of Redemption by Vertue or Colour thereof, or otherwise howsoever; as by the said E. F. her Executors, Administrators or Assigns, or her or their Council learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between the

said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said S. W. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, *All* and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*An Assignment of a Mortgage of a Corporation Lease for 99 Years, if three Lives live so long, by Assignment from the Mortgagee, in Consideration of what was due to him, and Confirmation by the Mortgagor in Consideration of a further Sum.*

**T**His Indenture Tripartite made, &c. Between W. C. of, &c. of the first Part; J. T. of, &c. of the second Part; and L. M. of, &c. of the third Part. Whereas N. L. late Mayor of, &c. aforesaid for the Time being, S. B. S. S. and, &c. Aldermen of the said Town and Borough, R. E. J. P. &c. Burgesses of the said Borough, and Feoffees of the Guild-house *alias* the Church-house, and certain other Messuages, Lands, Tenements and Hereditaments belonging to the said Borough, commonly called Town-Lands, by their Indenture of Lease under their Hands and Seals duly executed, bearing Date, &c. for the Consideration therein mentioned, *Did* demise, grant, and to Farm let unto one W. R. and W. W. *All* that Messuage, &c. situate, &c.

*To*



*To be had and bolden* unto the said W. R. and W. W. their Executors, Administrators and Assigns, from the Day of the Date of the said recited Indenture, for and during the Term of 99 Years, and fully to be compleat and ended, if the said W. C. T. C. and H. C. Sons and Daughter of P. C. or any or either of them, should so long happen to live, *At* and under the yearly Rent of, &c. And by and under several other Covenants, Conditions and Agreements in the said recited Indenture contained; as in and by the same Indenture more at large may appear. *And whereas* the said W. R. and W. W. by their Indenture bearing Date, &c. for the Considerations therein mentioned, *Did* demise, grant, bargain, sell, assign and set over unto the said W. C. his Executors, Administrators and Assigns, *All* that the said Messuage, &c. above mentioned; together with all Ways, Waters, Easements, Profits, Commodities and Appurtenances to the said Messuage and Premises belonging, or in any wise appertaining; *To be had and bolden* unto the said W. C. his Executors, Administrators and Assigns, for and during the Term of 89 Years, and fully to be compleat and ended, if they the said W. C. T. C. and H. C. or any or either of them should so long live, *At* and under the said yearly Rent of, &c. payable at the Days and Times in the first recited Indenture expressed; as in and by the said last recited Indenture more at large it doth and may appear. *And whereas* in and by one Indenture bearing Date, &c. made between the said W. C. of the one Part, and the said J. T. of the other Part; [Reciting therein to the Effect herein before recited.] He the said W. C. for and in Consideration of the Sum of, &c. to him in Hand paid

by the said J. T. *Did* grant, bargain, sell, assign and set over unto the said J. T. *All* and singular the said Messuage and Premises, with the Appurtenances above recited: And all the Estate, Right, Title, Claim and Demand whatsoever of him the said W. C. his Executors, Administrators and Assigns, of, in and to the said Premises, and every Part and Parcel thereof, with the Appurtenances; together with the said recited Indentures of Lease, and Right of Surrendring, and Benefit of Renewal thereof; *To be had and bolden* unto the said J. T. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 89 Years, in and by the said last recited Indenture granted and assigned, which were then to come and unexpired, *At* and under the Rents, Covenants and Agreements in the same Indenture contained: Which said recited Indenture was by a Proviso or Condition therein contained made defeasible, on Payment by the said W. C. unto the said J. T. of the Sum of, *&c.* and Interest, on a certain Day therein mentioned then to come and now past; as in and by the said last recited Indenture may more fully appear. *And whereas* all the Interest of the said, *&c.* hath been duly paid until the Day of the Date hereof, so that there now remains due on the said recited Security the said Principal Sum of, *&c.* and no more. *Now this Indenture witnesseth*, That for and in Consideration of the said Sum of, *&c.* to the said J. T. in Hand paid by the said L. M. by and with the Consent and Agreement of the said W. C. testified by his being a Party to, and sealing and delivery of these Presents; the Receipt of which said Sum of, *&c.* the said J. T. doth hereby confess and acknowledge: He the said

J. T. by the like Consent and Agreement of the said W. C. *Hath* bargained and sold, assigned and set over, and by these Presents doth bargain, &c. unto the said L. M. *All* and singular the said Messuage and Premises above mentioned to be granted and assigned, in the second recited Indenture made from the said W. R. and W. W. to the said W. C. and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said J. T. of, in and to the said Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; together with the said second recited Indenture, and all other Deeds and Writings relating to the said Premises now in his Custody or Possession. *To have and to hold* the said Messuage and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said L. M. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 89 Years above recited which are yet to come and unexpired, clearly and absolutely freed and discharged by the Consent of the said W. C. of and from the Proviso or Condition in the last recited Indenture contained; and of and from all Benefit and Equity of Redemption of the said Premises by Vertue or Colour thereof, or otherwise howsoever. *And* the said J. T. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said L. M. his Executors, Administrators and Assigns, That he the said J. T. hath nor done or committed any Act, Matter or Thing whatsoever, whereby or where-with the said Premises above mentioned, or any



Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And this Indenture further witnesseth*, That the said W. C. for the Considerations aforesaid; and in Consideration also of the Sum of, &c. of like, &c. to him in Hand also paid by the said L. M. the Receipt of which said Sum of, &c. he the said W. C. doth likewise hereby confess and acknowledge; He the said W. C. *Has* granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. *All* and singular the said Messuage and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said W. C. of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Messuage, and other the Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said L. M. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 89 Years above recited which are yet to come and unexpired, determinable as aforesaid. *Provided* always, and it is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, That if the said W. C. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said L. M. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next ensuing the Date hereof, without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary,

nary, according to the Condition of one Bond or Obligation bearing equal Date herewith, wherein the said W. C. is and standeth bound to the said L. M. in the penal Sum of, &c. That then, and at any Time thenceafter, he the said L. M. his Executors, Administrators or Assigns, shall and will at the Request, Costs and Charges of the said W. C. his Executors, Administrators or Assigns, surrender, assign, or otherwise transfer all and singular the Premises above mentioned, with the Appurtenances, and all his Estate, Term and Interest therein, unto the said W. C. his Executors, Administrators and Assigns, or to whom he or they shall direct or appoint, so as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, be not compelled or compellable by Force of these Presents to travel or go, for the Doing thereof, from the Place or Places of his or their respective Habitation or Abode at the Time of such Request to be made; nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts; any Thing herein contained to the contrary thereof notwithstanding. And the said W. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said L. M. his Executors, Administrators and Assigns, That he the said W. C. his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said L. M. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. next ensuing the Date hereof, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said

said L. M. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the rest and Residue of the said Term of 89 Years (determinable as aforesaid) which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuage and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. C. his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever. *And further*, That he the said W. C. his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Premises above mentioned to be hereby assigned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, upon the Request of the said L. M. his Executors or Administrators, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of *All* and singular the said Premises above mentioned, with the Appurtenances, unto the said L. M. To hold to him, his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 89 Years above recited which shall be then to come and unexpired; as by the said L. M. his Executors, Administrators



nistrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. [*Covenant for Mortgagor to enjoy till Default, as in the preceding Assignment.*] *In Witness, &c.*

*An Assignment of a Mortgage, by way of Release, Assignment and Confirmation, made from the Mortgagor, and the Executors and Trustees of the former Mortgagee.*

**T**His Indenture Tripartite made, &c. Between J. N. of, &c. of the first Part; M. B. of, &c. Widow, Relict and Executrix of the last Will and Testament of S. B. late of, &c. deceased, R. B. Merchant, and T. W. Mercer, both also of, &c. (Overseers appointed in and by the said last Will of the said S. B.) and W. B. Gent<sup>r</sup>, Son of the said M. B. of the second Part; and E. N. of, &c. of the third Part. *Whereas* in and by one Indenture bearing Date, &c. made between the said J. N. of the one Part, and the said M. B. R. B. W. B. T. E. and T. W. of the other Part: He the said J. N. for and in Consideration of the Sum of 300 l. of, &c. to him in Hand paid by the said M. B. out of Part of the Personal Estate of the said S. B. *Did* grant, bargain and sell unto the said M. B. R. B. W. B. T. E. and T. W. *All* that Mansion-house, &c. And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever of him the said J. N. within the said Parishes of, &c. in the said County of, &c. And also all Houses, Outhouses, Edifices, Buildings, Lands, Tenements, Commons, Profits and Appurtenances whatsoever to the said Premises belonging, or in any wise appertaining. And also the Rever-

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sion and Reversions, Remainder and Remainders, Rents and Services, of the said Premises, and of every Part and Parcel thereof, with the Appurtenances; *To hold* unto the said M. B. &c. their Executors, Administrators and Assigns, for and during the Term of 1000 Years thence next and immediately ensuing and following, and fully to be compleat and ended, *At* and under the yearly Rent of one Pepper-Corn: Which said recited Indenture was by a Proviso or Condition therein contained made defeasible, on Payment by the said J. N. unto the said M. B. &c. of the Sum of 300 *l.* and Interest, on certain Days therein mentioned then to come, and now past, as in and by the said recited Indenture may more fully appear. *And whereas* all the Interest of the said 300 *l.* hath been duly paid until the Day of the Date hereof, and likewise 100 *l.* in Part of the Principal Money; so that there now remains due on the said recited Security the Sum of 200 *l.* and no more. *Now this Indenture witnesseth*, That the said J. N. for divers good Causes and Considerations him thereunto moving, *Hath* remised and released, and by these Presents doth remise, &c. unto the said M. B. &c. their Executors, Administrators and Assigns, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premises by Vertue or Colour thereof, or otherwise howsoever: And also all Covenants, Clauses and Agreements, in the same Indenture contained, which on the Part and Behalf of the said M. B. &c. were to have been, or are or ought to be observed and performed. *And this Indenture further witnesseth*, That for and in Consideration of the Sum of 200 *l.* of, &c. to the said M. B. in Hand paid by

by the said E. N. by and with the Consent and Agreement, as well of the said J. N. as of the said R. B. W. B. T. E. and T. W. testified by their being made Parties to, and sealing and delivery of these Presents; The Receipt of which said Sum of 200 *l.* the the said M. B. doth hereby confess and acknowledge. And the said R. B. W. B. T. E. and T. W. in Pursuance and Part of Performance of the Trust in them reposed, in and by the last Will and Testament of the said S. B. deceased; and in Consideration also of the Sum of 5 *s.* in Money, to them in Hand paid by the said E. N. the Receipt whereof is hereby acknowledged; they the said M. B. R. B. &c. by the like Consent and Agreement of the said J. N. *Have*, and every and either of them *have* bargained and sold; assigned and set over, and by these Presents do, and every and either of them doth bargain, &c. unto the said E. N. *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of them the said M. B. &c. of, in and to the said Premises above mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances; Together with the said recited Indenture, and all other Deeds and Writings relating to the said Premises now in their Custody or Possession: *To have and to hold* all and singular the said Messuages Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances. unto the said E. N. his Executors, Administrators and Assigns, for and during all the rest and Residue of



of the said Term of 1000 Years above recited which is yet to come and unexpired, clearly and absolutely freed and discharged by the Consent of the said J. N. of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Benefit and Equity of Redemption of the said Premises by Vertue or Colour thereof, or otherwise howsoever. *And* each of them the said M. B. R. B. &c. for her and himself severally and apart, and not jointly, and for his several Executors, Administrators and Assigns, doth covenant and grant to and with the said E. N. his Executors, Administrators and Assigns, That they the said M. B. &c. have not, nor any or either of them hath done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And this Indenture also further witnesseth*, That the said J. N. for the Considerations aforesaid, and for the better securing the Repayment of the said Sum of 200 l. with the Interest thereof: And in Consideration also of the Sum of 5 s. in Money to him the said J. N. in Hand paid by the said E. N. the Receipt whereof is hereby acknowledged: He the said J. N. *Hath* granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, &c. unto the said E. N. *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said J. N. of, in and to the said Premises above mentioned, and of,

of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. N. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years above recited, which is yet to come and unexpired. *Provided* always, and it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, That if the said J. N. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said E. N. his Executors, Administrators or Assigns, the full Sum of 6*l.* of, &c. in and upon, &c. next coming: And also the further full Sum of 206*l.* of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary: That then, and at any Time thenceafter, he the said E. N. his Executors, Administrators or Assigns, shall and will at the Request, Costs and Charges of the said J. N. his Heirs or Assigns, surrender, assign, or otherwise transfer, *All* and singular the said Premises above mentioned, with the Appurtenances; and all his Estate, Term and Interest therein, unto the said J. N. his Heirs and Assigns, or to whom he or they shall direct and appoint, so as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, be not compelled or compellable, by Force of these Presents, to travel or go for the Doing thereof from the Place or Places of his or their respective Habitation or Abode at the Time of such Request to be

be made; nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective A&ts; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. N. for himself, his Heirs and Assigns, doth covenant and grant to and with the said E. N. his Executors, Administrators and Assigns, That he the said J. N. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said E. N. his Executors, Administrators or Assigns, the said Sum of 6 l. of, &c. in and upon the said, &c. next coming; and also the said further full Sum of 206 l. of like, &c. in and upon, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That the said Term of 1000 Years hereby assigned is still in being and subsisting, not surrendered, discharged, or otherwise avoided. *And also*, that he the said E. N. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the rest and Residue of the said Term of 1000 Years above recited which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. N. his Heirs and Assigns, and of all and every other Person or Persons whatsoever. *And also*,



also, That he the said J. N. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuages, Lands, Tenements and Premises above mentioned, or any Part thereof, shall and will from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, at the Request of the said E. N. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Messuages, Lands and Premises above mentioned, with the Appurtenances, unto the said E. N. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 1000 Years above mentioned which shall be then to come and unexpired, freed and discharged of and from the Proviso or Condition herein contained, and all Benefit and Equity of Redemption by Vertue or Colour thereof, or otherwise howsoever; as by the said E. N. his Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *And lastly,* It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said J. N. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, all and singular the said Messuages

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and

also,

and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*An Assignment of a Mortgage of several Leases of Church Lands for 21 Years, with Variety of special Recitals and Covenants.*

**T**HIS Indenture Quadrupartite made, &c. Between J. P. of, &c. Gent', and J. L. of the same Place, Gent', of the first Part; Sir R. H. of, &c. Knt, of the second Part; W. B. of, &c. (only Son of R. B. late of, &c. Merchant, deceased) and E. C. of, &c. (sole Executor of the last Will and Testament of the said R. B.) of the third Part; and T. F. of, &c. and J. E. of, &c. of the fourth Part. *Whereas* the Right Reverend Father in God, S. Lord Bishop of E. by his Indenture of Lease under his Hand and Seal bearing Date, &c. made between him the said Lord Bishop of E. of the one Part, and J. C. Citizen and Goldsmith of London, of the other Part; for and in Consideration of the Surrender and yielding up of a former Lease of the Lands in the said Indenture demised, bearing Date, &c. and made by the Right Reverend F. then Lord Bishop of E. unto Sir W. R. Knt; *Did* demise, grant, and to Farm let unto the said J. C. *All* those his Lands in, &c. abutting, &c. containing 200 Acres, *To hold* unto the said J. C. his Executors, Administrators and Assigns, from the making of the said Indenture, for and during and unto the full End and Term of 21 Years, from

from thence next ensuing, fully to be compleat and ended, *As* and under the yearly Rent of, &c. for every Acre of the said 200 Acres, amounting in the whole to, &c. by quarterly Payments, clear of all Taxes whatsoever. *And whereas* the said S. Lord Bishop of E. by one other Indenture of Lease under his Hand, &c. [*Here recite two other Leases of Lands for 21 Years, as above.*] *And whereas* by one Indenture Quadrupartite, bearing Date, &c. made between S. R. Relict and Administratrix of E. R. Esq; deceased, of the first Part; the said R. B. of the second Part; the said J. C. of the third Part; and W. H. Esq; of the fourth Part: Reciting as is therein recited, for and in Consideration of the Sum of 1100 l. of, &c. then due and agreed to be paid unto the said R. B. And also in Consideration of the further Sum of 700 l. of like Money paid by the said W. H. unto the said S. R. for the absolute Purchase of the said above recited Terms, Leases and Premisses, over and above the said 1100 l. thereby secured to be paid unto the said R. B. The said S. R. and, by her Direction and Appointment, the said J. C. and each of them, by and with the like Direction and Appointment of the said W. H. *Did* assign unto the said R. B. *All* and singular the said several Pieces and Parcels of Ground, Lands and Premisses; *To hold* to him, his Executors, Administrators and Assigns, for and during all the rest and Residue of the aforesaid several Terms of 21 Years, and 21 Years, and 21 Years, by the said three several recited Indentures of Lease granted, under a Condition or Proviso therein contained; That on Payment by the said W. H. unto the said R. B. of the Sum of 1166 l. of, &c. at several Days and Times therein appointed, and now long since past;



past; the said R. B. should, upon the Request and at the Costs and Charges in the Law of the said W. H. assign the said Premises to him, or to such other Person or Persons as he should appoint, discharged of all Incumbrances; as in and by the said last Indenture may more fully appear. *And whereas* in and by one Indenture Tripartite, bearing Date, &c. made between the said J. P. and J. L. of the first Part, the said Sir R. H. of the second Part, and the said R. B. of the third Part, reciting therein in Effect as is herein before recited; and reciting also, That the said Sum of 1166*l.* or any Part thereof, was not paid unto the said R. B. at or upon the respective Days and Times in the last above recited Indenture limited for Payment thereof: And that thereby the Estate of him the said R. B. of, in and to the said Premises in Law, became absolute. And that the said J. P. and J. L. together with M. L. Gent<sup>r</sup>, have since the Date of the last above recited Indenture bought and purchased of and from the said W. H. *All* the Right, Title, Interest, Estate, and Equity of Redemption of him the said W. H. of and in the said Premises. And that it was agreed, as well by and between the said J. P. J. L. and M. L. as by the said R. B. That the before mentioned and recited Leases should be renewed in the Name of the said Sir R. H. *In Trust*, as well for the said J. P. J. L. and M. L. according to their respective Interests therein, as for the said R. B. And that in Pursuance of such Agreement, the said Right Reverend Father in God, S. Lord Bishop of E. by his Indenture of Lease under his Hand and Seal, bearing Date, &c. made between him the said Lord Bishop of E. of the one Part, and the said Sir R. H. of the other Part, as well for and in

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Consideration of the Surrender of a former Lease, bearing Date, &c. made by the said Reverend Father unto the said J. C. as for other good Considerations, *Did* demise, grant, and to Farm let unto the said Sir R. H. his Executors, Administrators and Assigns, *All* those his Lands in, &c. *To have and to hold* unto the said Sir R. H. his Executors, Administrators and Assigns, from the Making of the said Indenture, for and during and unto the full End and Term of 21 Years from thence next ensuing, and fully to be complete and ended, and under the yearly Rent of, &c. And reciting further, That the said Reverend Father by one other Indenture under his Hand and Seal, bearing even Date with the last above recited Indenture, in Consideration of the Surrender of a former Lease, &c. *Did* demise, &c. *All*, &c. containing, &c. or thereabouts, lying contiguous to the A. Dren, and are encompassed in the said Map or Plan, with double Lines and the Letter [A] in each Division thereof, to distinguish them from the like Number of Acres not intended to be thereby demised; *To have and to hold*, &c. And reciting further, That the said J. P. and J. B. were jointly interested in, and entitled unto, the said two last above recited Indentures of Lease, and all the Lands therein respectively mentioned and contained; and that the Name of the said Sir R. H. was made use of therein, *In Trust* for them the said J. P. and J. B. They the said J. P. and J. B. for and in Consideration of the Sum of 500 £ of, &c. to them well and truly paid by the said R. B. they the said J. P. and J. B. and the said Sir R. H. by their Direction, *Did* bargain and sell, assign and let over, unto the said R. B. his Executors, Administrators and Assigns, as well

the said several Pieces and Parcels of Ground, Land, and all and singular other the Premises in and by the said two last above recited Indentures of Lease severally demised and granted unto the said Sir R. H. by the said Reverend Father as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances. And also all the Estate, Right, Title, Interest, Term and Terms of Years then to come and unexpired, Benefit, Property, Claim and Demand whatsoever of them the said J. P. J. L. and Sir R. H. or either of them, of, in or to the same, and every or any Part thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues yearly, and other Profits, of all and singular the said Premises, and of every Part and Parcel thereof, together with the said two several recited Indentures of Lease; *To be had and holden* unto the said R. B. his Executors, Administrators and Assigns, from thenceforth for and during *All* the rest, Residue and Remainder then to come and unexpired of the said several Terms of 21 Years, and 21 Years, in and by the abovesaid two several Indentures of Lease respectively demised and granted as aforesaid, which said recited Indenture was by a Proviso or Condition therein contained made defeasible, on Payment by the said J. P. and J. L. unto the said R. B. of the full Sum of 500 £. of, &c. with the lawful Interest thereof after the Rate of 6 l. per Cent. per Annum at a certain Day therein mentioned then to come, and now long since past; as in and by the said last recited Indenture may more fully appear. *And whereas* all the Interest of the said Principal Sum of 500 £. hath been duly paid until the Day of the Date of these Presents; but the said whole Prin-



Principal Money remains yet unpaid and unsatisfied. *And whereas* the said R. B. is since dead, but first, before his Death, made his last Will and Testament in Writing, and thereof constituted and appointed the said E. C. sole Executor; but *In Trust* only for the said W. B. his Son, until he should attain his Age of 30 Years, as by the said Will may appear. *And whereas* the said W. B. hath attained to his full Age of 30 Years, whereby he is intitled to his late Father R. B.'s Estate, *Now this Indenture witnesseth*, That the said J. P. and J. L. for divers good Causes and Considerations them thereunto in this Behalf especially moving, *Have* remised and released, and by these Presents do remise, &c. unto the said E. C. his Executors, Administrators and Assigns, the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Lands and Premises by Vertue or Colour thereof, or otherwise howsoever: And also all Covenants, Clauses and Agreements in the same Indenture contained, on the Part and Behalf of the said R. B. his Executors or Administrators, to be observed and performed, *And this Indenture further witnesseth*, That for and in Consideration of the Sum of 500 l. of, &c. to the said W. B. in Hand paid by the said T. E. and J. E. at the Request, and by and with the Consent and Agreement of the said J. P. and J. L. testified by their being Parties to, and signing and sealing of these Presents; the Receipt whereof the said W. B. doth hereby confess and acknowledge. And the said E. C. in Pursuance and Performance of the Trust in him reposed as aforesaid: And in Consideration also of 5 s. of, &c. to him in Hand paid by them the said T. E. and J. E. the Receipt whereof he doth hereby acknowledge

knowledge; He the said E. C. to the Request,  
and by and with the Direction and Appointment  
as well of the said W. B. as of the said J. P. and  
J. E. had bargained and sold, assigned and set  
over, and by these Presents doth bargain, sell,  
unto the said T. E. and J. E. all and singular  
the said Lands, Tenements, Hereditaments and  
Premises abovementioned, together granted, or  
assigned in and by the said two last recited Indent-  
ures unto the said R. B. as aforesaid, with their  
and every of their Appurtenances. And all  
Deeds and Writings relating to the said Premises  
then in the Custody or Possession of them the  
said E. C. and W. B. or either of them. And as  
to all the Estate, Right, Title, Interest, Term of  
Years, Claims and Demand whatsoever of him  
the said E. C. now in and to the said Premises,  
and of him and to every Part and Parcel  
thereof, with the Appurtenances; To have and  
to hold all and singular the said Lands and Pre-  
mises abovementioned, and every Part and Par-  
cel thereof, unto the Appurtenances, unto the  
said T. E. and J. E. their Executors, Administra-  
tors and Assigns, for and during all the rest and  
Residue of the said several Terms of 21 Years  
and 21 Years last above recited, which are yet  
to come and unexpired. And the said E. C. for  
himself, his Executors and Administrators, doth  
covenant and grant to and with the said T. E.  
and J. E. their Executors, Administrators and  
Assigns, That he the said E. C. hath not done or  
committed any Act, Matter or Thing whatsoever,  
whereby or wherewith the said Premises hereby  
assigned, or any Part thereof, are, is, shall or  
may be charged or incumbered in Title, Estate,  
or otherwise howsoever. And the said W. B.  
for himself, his Executors and Administrators,  
doth

doth covenant and grant to and with the said T. E. and J. E. their Executors, Administrators and Assigns, That he the said W. B. or the said R. B. deceased, have not nor either of them hath done or committed any Act, Matter or Thing whatsoever, wherby or wherewith the said Premises hereby assigned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And this Indenture is further witnessed,* That the said J. P. and J. L. for the better securing the Repayment of the said 500*l.* of *£* so paid as aforesaid to the said W. B. By the said T. E. and J. E. with Interest therefore, they the said J. P. and J. L. Have and either of them hath granted, bargained and sold, released, ratified and confirmed, and by these Presents do, and either of them doth grant, *£* unto the said T. E. and J. E. All and singular the Lands, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term and Term of Years, Claim and Demand whatsoever, as well in Equity as in Law of them the said J. P. and J. L. of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances, together with the said several recited Indentures; *To have and to hold* all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. E. and J. E. their Executors, Administrators and Assigns, for and during All the rest and Residue of the said several Terms of 21 Years and 21 Years above recited which are yet to come and unexpired, clearly and absolutely freed and discharged of and from the Proviso or Condition in the said



said last recited Indenture contained, and of and from all Equity and Power of Redemption by Vertue or Colour thereof, or otherwise howsoever. *Provided* always, and it is agreed by and between the said Parties to these Presents, That if the said J. P. and J. L. or either of them, their or either of their Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said T. E. and J. E. their Executors, Administrators or Assigns, the said full Sum of 500 l. of, &c. with lawful Interest for the same, in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then, and at any Time thenceafter, they the said T. E. and J. E. their Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said J. P. and J. L. their Executors and Administrators, surrender, assign, or otherwise transfer, *All* and singular the said Premises above mentioned, with the Appurtenances, and all their Estate, Term and Interest therein, unto the said J. P. and J. L. their Executors, Administrators and Assigns, or to whom they shall direct or appoint, so as the Person or Persons who is or are to make such Surrender, Assignment, or other Assurance, by Force of these Presents, be not compelled or compellable to travel or go for the Doing thereof from the Place or Places of his or their respective Habitation or Abode at the Time of such Request to be made; nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. P. and J. L.

J. L. for themselves, their Heirs, Executors and Administrators, do jointly covenant and grant to and with the said T. E. and J. E. their Executors, Administrators and Assigns, That they the said J. P. and J. L. their Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said T. E. and J. E. their Executors, Administrators or Assigns, the said full Sum of 500 *l.* of, &c. with lawful Interest for the same, in and upon, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That they the said T. E. and J. E. their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the rest and Residue of the said several Terms above recited which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said J. P. and J. L. their Executors, Administrators and Assigns, and all and every other Person and Persons whatsoever. *And further*, That they the said J. P. and J. L. their Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition herein contained, at the Request of the said T. E. and J. E. their Executors,  
Ad-

Administrators or Assigns make, do and execute, or cause or procure to be made, done and executed, All and every such further and tother lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further better and more perfect granting and assuring of all and singular the said Premises above mentioned by with the Appurtenances, unto the said T. E. and J. E. their Executors, Administrators and Assigns, To hold with them, their Executors, Administrators and Assigns, for and during all the rest and Residue of the said several Terms above recited which shall be then to come and unexpired, discharged of and from the Husb. or Condition hereth contained, and of all Equity of Redemption of the said Premises by Vertue or Colour thereof, nor otherwise howsoever, as by the said T. E. and J. E. their Executors, Administrators or Assigns, or this or either of their Counsel learned in the Law shall be reasonably devised or advised and required, ~~provid~~ and it is hereby further agreed and declared by and between the said Parties to these Presents, That in case the said J. P. and J. L. their Executors, Administrators, or Assigns, shall neglect, or upon Request refuse to renew his or their Estate, Term and Interest in the said Premises, or shall make any Failure in Payment of the said Principal Money hereby secured, or the Interest thereof, or shall permit the said yearly Rent above described in and by the said several recited Indentures of Lease, or any Part thereof, to be behind and unpaid, and thereby to suffer the Lord of the Fee of the said Premises to enter thereupon, or to bring or prosecute any Action or Suit for the same, or any Part thereof, That then, and in either of the said Cases, it shall and may



may be lawful to and for the said T. E. and J. E. their Executors, Administrators and Assigns, or either of them, to pay off and discharge all such Arrears as shall be so unpaid; and also to contract with the then present Lord of the said Premises for the Renewal of the said Leases, and to pay the Fine or Consideration for such Renewal, and thereupon to surrender the said recited Indentures of Lease into the Hands of the said Reverend Father, and take a new Lease or Grant of the said Premises in the Name or Names of them the said T. E. and J. E. their Executors, Administrators or Assigns, or in the Name of any other Person or Persons, *In Trust* for them for such Terms and Number of Years as hath been usually granted, or may be obtained; Which Lease or Leases so to be renewed and taken, shall not be redeemed or redeemable by them the said J. P. and J. L. or either of them, their or either of their Executors, Administrators or Assigns, until he or they shall have fully paid and satisfied the said T. E. and J. E. as well the Money by them paid for such Renewal with the Interest thereof, and Charges thereabout, as the said 500 l. now lent, with all Interest due or to grow due therefore. (*A Covenant for J. P. and J. L. to enjoy the Premises, until Default in Performance of Proviso.*) *In Witness, &c.*

*An Assignment of a Mortgage of two Chattel Leases determining one after another,*

**T**His Indenture Tripartite, made, &c. Between J. S. of, &c. of the first Part; R. C. of, &c. of the second Part; and M. M. of, &c. of the third Part. Whereas in and by one Indenture of Lease bearing Date, &c. made or mentioned

tioned to be made between *J. H.* of, &c. and *P. H.* (his Brother) of, &c. of the one Part; and the said *J. S.* of the other Part: They the said *J. H.* and *P. H.* for the Considerations therein mentioned, *Did* demise, grant, and to Farm let unto the said *J. S.* *All* that Messuage, &c. and all Houses, Gardens, &c. (except as in the said recited Indenture is excepted) *To be had and holden* unto the said *J. S.* her Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during the Term of 99 Years thence next ensuing, and fully to be compleat and ended, if the said *J. S.* &c. or either of them, should so long happen to live, *At* and under the yearly Rent of, &c. payable, &c. as in and by the said recited Indenture (amongst other Reservations and Agreements therein contained) may more fully and at large appear. *And whereas* in and by one other Indenture of Lease bearing Date, &c. and made or mentioned to be made between the said *P. H.* of the one Part, and the said *J. S.* of the other Part; for the Considerations therein mentioned, he the said *P. H.* *Did* demise, grant, and to Farm let unto the said *J. S.* *All* the before recited Messuage, Tenement, Hereditaments and Premises, with the Appurtenances, (except as in the said last recited Indenture is excepted) *To hold* the same (except as therein is excepted) unto the said *J. S.* his Executors, Administrators and Assigns, (immediately from and after the Determination of the said recited Estate and Term of and in the said Premises granted by the said first recited Indenture) for the further Term of 99 Years from thence next ensuing, and fully to be compleat and ended, if, &c. or either of them, should so long happen to live, under the

yearly

yearly Rent of, &c. payable, &c. as in and by the said last recited Indenture, (amongst other Reservations, Agreements and Things therein contained) Relation being thereunto had, may more fully and at large appear. *And whereas* in and by one Indenture of Assignment bearing Date, &c. made between the said J. S. (by the Name of J. S. of, &c.) of the one Part, and the said R. C. of the other Part: He the said J. S. for and in Consideration of the Sum of 100 l. of, &c. therein mentioned, to be paid to him by the said R. C. And also for and in Consideration of a further additional Sum of 50 l. of, &c. in and by a certain Memorandum or Indorsement on the Backside of the said last recited Indenture bearing Date, &c. mentioned to be paid to the said J. S. by the said R. C. for a further Supply of his Occasions, the several Receipts of which said several Sums of 100 l. and 50 l. the said J. S. did therein and thereby acknowledge; *Did* demise, grant, bargain, sell, assign and set over unto the said R. C. his Executors, Administrators and Assigns, *All* that the Messuage, Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances; and all Lands and Hereditaments whatsoever demised, or mentioned to be demised or granted in and by the said two several recited Indentures above mentioned, or either of them, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term and Terms of Years then to come, Claim and Demand whatsoever, either in Law or Equity, of him the said J. S. of, in and to all and singular the said Premises; together with the said several recited Indentures, (under and liable nevertheless



less to the Rents, Reservations, Covenants and Agreements in the said recited Indentures of Lease severally contained) To hold the said Messuage, Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, from the Day of the Date of the said last recited Indenture, for and during all the rest and Residue of the said Term of 99 Years, in and by the said first recited Indenture granted, then to come and unexpired therein. And from and after the Determination of that Term, for and during the said Term of 99 Years granted in and by the said 2d recited Indenture of Lease as aforesaid, under a Proviso nevertheless in the last recited Indenture contained, That if the said J. S. his Heirs, Executors or Administrators, did and should well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, at or in, &c. the Sum of 2 l. 10 s. of, &c. on, &c. then next coming; and the Sum of 102 l. 10 s. of like, &c. on, &c. which should be and was in the Year of our Lord, &c. As also the said additional Sum of 50 l. of, &c. with Interest for the same, after the Rate of 5 l. per Cent. per Annum, payable, &c. without any Deductions for any Parliamentary or other Taxes, Rates or Payments whatsoever: That then the said recited Indenture, and every Grant, Article, and Thing therein contained, should cease and be void; as in and by the said recited Indenture more at large appeareth. And whereas the said J. S. hath not paid unto the said R. C. the said 100 l. Principal Money in the before recited Proviso mentioned, at the Days and Times therein appointed and agreed on for Payment thereof, nor the

the said additional Sum of 50 *l.* Neither hath he the said R. C. been paid the same at any Time since, but the same remains hitherto wholly unsatisfied; by Reason and Means whereof the said Premises, for the Remainder of the said several Terms of Years in the first and second recited Indentures of Lease severally granted, became forfeited unto, and is in Law absolute in him the said R. C. his Executors, Administrators and Assigns. *And whereas* all Interest for the said several Sums of 100 *l.* and 50 *l.* Principal Money is paid and satisfied by the said J. S. home to the Day of the Date of these Presents: *Now this Indenture witnesseth*, That for and in Consideration of the said several Sums of 100 *l.* and 50 *l.* of, &c. to the said R. C. in Hand paid by the said M. M. (by the Direction and Appointment of the said J. S. testified by his being made a Party to; and his signing and sealing of these Presents :) The Receipt of which said several Sums of 100 *l.* and 50 *l.* he the said R. C. doth hereby confess and acknowledge: As also for divers other good Causes and Considerations him the said R. C. thereunto moving, he the said R. C. (at the Instance and Request, and by the special Direction and Appointment of the said J. S. testified as aforesaid) *Has* bargained, sold, assigned, transferred and set over, and by these Presents, for himself, his Heirs, Executors, and Administrators, doth clearly and absolutely bargain, &c. unto the said M. M. her Executors, Administrators and Assigns, *All* that the said Messuage, Tenement, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come, Property, Claim and Demand whatsoever,

soever, both in Law and Equity, of him the said R. C. his Heirs, Executors or Administrators, of in and to all and singular the said Premisses, and of, in and to every Part and Parcel thereof, together with the said several recited Indentures: *To have and to hold* the said Messuage, Tenement and Premisses hereby assigned, or mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said M. M. her Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the rest and Residue of the said Term of 99 Years, in and by the said first recited Indenture granted now to come and unexpired therein; and from and after the Determination of that Term for the said Term of 99 Years granted in and by the said last recited Indenture of Lease by the said P. H. to the said J. S. as aforesaid. *Provided* always, and it is agreed by and between the said Parties to these Presents, and particularly by and between the said M. M. and J. S. That if the said J. S. his Heirs, Executors or Administrators, shall well and truly satisfy and pay or cause to be paid unto the said M. M. her Executors, Administrators or Assigns, at or in her now Dwelling-house, situate, &c. the several Sums herein after mentioned; (that is to say) The Sum of 3 *l.* 15 *s.* of, &c. on, &c. next ensuing the Date hereof; and the Sum of 153 *l.* 15 *s.* more, of like, &c. on, &c. which will be in the Year of our Lord, &c. free from and without Deduction or Abatement for the same, or any Part thereof, for or by reason or in respect of any manner of Parliamentary Taxes, or any other Rates or Taxes whatsoever: Then this Indenture, and every Thing herein contained, shall cease and be void.

*And*



*And* the said *J. S.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant to and with the said *M. M.* her Executors, Administrators and Assigns, by these Presents, That he the said *J. S.* his Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *M. M.* her Executors, Administrators or Assigns, the said several Sums of 3 *l.* 15 *s.* and 153 *l.* 15 *s.* in the Proviso last mentioned, on the several Days and Times, and at the Place therein appointed for Payment thereof, without any Deduction or Abatement whatsoever to be made for or by reason of any Rate, Tax or Payment whatsoever to be rated, taxed, assessed or charged on the said Premises, or any Part thereof; or upon the said Monies, or any Part thereof; or upon the said *M. M.* her Executors or Administrators, for or by reason of the said Monies, or any Part thereof, by any Act or Acts of Parliament, or by any Authority whatsoever, according to the true Intent and Meaning of these Presents. *And* the said *J. S.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *M. M.* her Executors, Administrators and Assigns, in Manner following; (that is to say) That he the said *R. C.* at the Time of sealing and delivery of these Presents, hath good Right, full Power and lawful Authority, to grant and assign the said Premises, and every Part thereof, unto the said *M. M.* her Executors, Administrators and Assigns, in Manner and Form aforesaid. *And also*, That it shall and may be lawful to and for the said *M. M.* her Executors, Administrators and Assigns, from Time to Time during the Remainder of the said several

ral Terms before granted and assigned, (after Breach of the Proviso before mentioned) *To hold*, use, occupy, possess and enjoy, *All* and singular the said Premisses hereby assigned, without the Let, Interruption or Disturbance of the said *J. S.* and *R. C.* or either of them, or either of their Executors, Administrators or Assigns, or of any other Person or Persons whatsoever: *And* that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by the said *J. S.* his Executors, Administrators and Assigns, of and from all and all manner of former and other Leases, Assignments, Gifts, Grants, Titles, Charges and Incumbrances whatsoever. *And* that they the said *J. S.* and *R. C.* their Heirs, Executors and Administrators, and all and every other Person and Persons claiming or to claim the said Premisses, or any Part thereof, shall and will from Time to Time, and at all Times, (after Breach of the Proviso herein before contained) upon the reasonable Request of the said *M. M.* her Executors, Administrators or Assigns, and at the proper Costs and Charges in the Law of the said *J. S.* his Executors, Administrators or Assigns, make do and execute, or cause or procure to be made, done and executed, *All* and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect assuring, sure making, and granting of the said Premisses, and every Part thereof, with the Appurtenances, unto the said *M. M.* her Executors, Administrators and Assigns, during all the then Residue and Remainder of the said several Terms in the said  
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several recited Indentures of Lease mentioned, clear of all Equity of Redemption; as by the said *M. M.* her Executors, Administrators or Assigns, or her or their Council learned in the Law shall be reasonably devised, or advised and required. *And* the said *R. C.* doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *M. M.* her Executors, Administrators and Assigns, by these Presents, That he the said *R. C.* hath not made, done or committed, any Act, Matter or Thing whatsoever, whereby the said Messuage and Premises hereby assigned, or any Part thereof, is, are, or may be incumbered in Estate, Title, Charge, or otherwise howsoever. *And lastly*, It is agreed and declared by and between the said Parties to these Presents, That until Breach of the Proviso before mentioned and no longer, it shall and may be lawful to and for the said *J. S.* his Executors, Administrators and Assigns, peaceably and quietly *To hold* and enjoy the said Premises, and every Part thereof, and to receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, without any Account to be made or rendred for the same; and that without any the lawful Let, Suit, Hindrance or Disturbance of her the said *M. M.* her Executors, Administrators or Assigns, or of any other Person or Persons whatsoever claiming, or to claim, by, from or under her, them, or any or either of them; any Thing herein contained to the contrary thereof notwithstanding. *In Witness, &c.*



*An Assignment of an Assignment of a Mortgage  
and Bond.*

**T**His Indenture *Quadrupartite* made, &c. Between J. M. of, &c. Widow, late Wife and Relict of L. M. of, &c. deceased, and L. M. Son of the said L. M. deceased, (which said J. M. and L. M. the Son are the sole acting Executors of the said L. M. the Father deceased) of the first Part; E. W. of &c. and J. T. of, &c. Executor of the last Will and Testament of E. T. late of, &c. deceased of the second Part; Sir J. B. of &c. and A. B. of, &c. surviving Trustees of the Right Honourable J. Lord F. late Baron of, &c. deceased, of the third Part; and Dame L. R. of &c. Widow, Administratrix, of the Goods and Chattels, as well of Sir J. R. Baronet, her late Husband deceased, as of the said Sir J. R. Baronet, her late Son deceased, and T. E. of, &c. Esq; of the fourth Part; *Whereas*, &c. (Here recite a Bond from E. W. and E. T. to L. M. of 7000 *l.* Penalty. And a Mortgage from the Lord F. to E. W.) *And whereas*, in and by one other Indenture bearing Date, &c. and made between the said E. W. of the first Part; the said J. T. by the Name of, &c. Executor of the last Will and Testament of E. T. of, &c. deceased, of the second Part; and the said L. M. deceased, in his Life-time of the third Part; Reciting therein to the Effect herein before recited, and, &c. And reciting further, that the said late Lord F. deceased, in his Life-time by his Bond or Writing, obligatory under his Hand and Seal, and by him duly executed, bearing Date, &c. became bound unto the said E. T. in his Life-time in the penal Sum of, &c. conditioned for the Payment of,  
&c.

*&c.* on, *&c.* then next ensuing the Date thereof with lawful Interest for the same, as by the said Bond might more fully appear. And that the said, *&c.* so secured by the said last mentioned Bond remained still unpaid, and that the said J. T. was lawfully and rightfully entituled to the same, as Executor to the said E. T. as aforesaid. He the said E. W. in Consideration of the Premises, and for the better and more effectual securing the Repayment of the said, *&c.* and Interest secured by Bond to the said L. M. as aforesaid; And as a Collateral Security for the same, did Grant, Bargain, Sell, Assign, *&c.* unto the said L. M. the said Mortgage, *&c.* And the said J. T. for the Consideration aforesaid, did Assign, Transfer, and set over unto the said L. M. his, *&c.* the said Bond, *&c.* (as in the following Grant) *And whereas* the said last recited Indenture, was by a Proviso therein contained, made Defeasible on Payment to the said J. M. her Executors, Administrators or Assigns of the said Sum of, *&c.* and the Interest thereof at a Day therein mentioned then to come, and now past; As by the said last recited Indenture may more fully appear. *And whereas* the said, *&c.* with some Interest remains still due and unpaid. *And whereas* the said L. M. is since Dead, having first before his Death made his last Will and Testament in Writing, bearing Date, *&c.* And thereof constituted and appointed the said J. M. his Wife, L. M. his Son and W. M. his Brother, Executors. *And whereas* the said W. M. hath actually renounced the said Executorship, and the said J. M. and L. M. the Son alone proved the said Will in the Prerogative Court of *Canterbury*, on or about, *&c.* last past, as by the said Will, and the Probate thereof may more fully appear.

*Now this Indenture witnesseth,* That the said J. M. and L. M. the Son for and in Consideration of the Sum of 2000 *l.* of, &c. to them in Hand paid by the said Dame L. R. by the Direction and Appointment as well of the said E. W. and J. T. as of the said Sir J. B. and A. B. testified by their being Parties to, and signing and sealing of these Presents. The Receipt of which said Sum of 2000 *l.* They the said J. M. and L. M. the Son do hereby respectively confess and acknowledge, which said 2000 *l.* are hereby declared to be Part and Parcel of the personal Estates of the said Sir J. R. and Sir J. R. And in Consideration of the Sum of 5 *s.* of like, &c. to them the said J. M. and L. M. the Son in Hand, paid by the said T. E. They the said J. M. and L. M. *Have*, and either of them hath Granted, Bargained, Sold, Assigned, and set over. And by these Presents do, and either of them doth Grant, &c. unto the said Dame L. R. and T. E. their Executors, Administrators and Assigns, the said recited Indenture of Mortgage, and the said Sum of, &c. thereby secured. And all the Estate right Title, Interest, Trust, Term of Years, Claim and Demand, whatsoever, both in Law and Equity, or otherwise, howsoever, which they the said J. M. and L. M. the Son, or either of them in their, or either of their Right have or hath, or can, or may Claim, Challenge or Demand of in or to the said mortgaged Premises, or of in or to the said Sum of, &c. so due, and owing to the said J. M. and L. M. deceased, as fully, amply, and effectually to all Intents, Constructions and Purposes whatsoever, as they the said L. M. deceased, in his Life time, or the said J. M. and L. M. the Son as Executors of the said L. M. deceased, or either of them might or could have  
or



or claim the same, by virtue of the said recited Indentures of Mortgage and Assignment, or otherwise howsoever. *And this Indenture further witnesseth*, That the said J. M. and L. M. the Son for the Consideration aforesaid, by and with the Consent and Agreement as well of the said J. T. as of the said Sir J. B. and A. B. testified as aforesaid, *Have*, and either of them hath likewise assigned, transferred, and set over; And by these Presents do, and either of them doth Assign, &c. unto the said Dame L. R. and T. E. their Executors, Administrators and Assigns. To and for their own proper Use, and behoof the said recited Bond or Obligation made by the said Lord F. to the said E. T. And all and every Sum and Sums of Money thereby due, or to be due and owing, or to be had and recovered thereupon. *And for the better enabling the said Dame L. R. and T. E. their Executors and Administrators to recover and receive the same*, They the said J. M. and L. M. the Son do, and either of them doth hereby Make, Ordain, Constitute and Appoint the said Dame L. R. and T. E. their Executors and Administrators, their true and lawful Attorneys, in the Name of him the said J. T. his Executors or Administrators, and in the Name or Names of the said Executors of the said E. T. (But to and for the only proper Use, and behoof of them the said Dame L. R. and T. E. their Executors, Administrators and Assigns) to ask, demand, sue for, recover, levy and receive of, and from the said Lord F. his Heirs, Executors or Administrators, or any of them, or any of his or their Trustees of any Lands or Tenements conveyed to such Trustees for the Payment of the Debts of the said Lord F. or any other Persons whatsoever, liable to the Payment of the said Debt.

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All such Sum or Sums of Money as shall be due or payable, or to be had or recovered by virtue of the said last recited Bond, or Obligation. And to take all lawful Ways and Means for recovery thereof. And Acquittances, and other sufficient Discharges for the same, or any part thereof, in the Name of them the said J. M. and L. M. the Son, their Executors or Administrators, or in the Name or Names of the said J. T. or of the Executors or Administrators of the said E. T. to make, seal and deliver. And to do and execute all and every such lawful Act and Acts whatsoever concerning the Premises, as fully in every Respect, as they the said J. M. and L. M. the Son, or either of them, their, or either of their Executors or Administrators, or the said J. T. his Executors or Administrators, or the Executors or Administrators of the said E. T. might or could do if personally Present. *And* each of them the said J. M. and L. M. the Son, for him and her self severally and apart, and not jointly, and for his and her several Executors and Administrators doth severally Covenant and Grant to, and with the said Dame L. R. and T. E. their Executors and Assigns. And the said J. T. doth hereby Agree and Declare that the said last recited Bond now is, and standeth in full Force and Effect, and that neither the said L. M. deceased in his Life-time, or they the said J. M. and L. M. the Son since his Death, or either of them, their or either of their Executors or Administrators have or hath released or discharged, or shall or will at any time hereafter Release or Discharge the same, or Receive or Discharge the Moneys thereon due, or any part thereof without the Consent of the said Dame L. R. and T. E. their Executors or Administrators in Writing, first had and obtained.

obtained. But that they the said J. T. J. M. and L. M. the Son, their Executors and Administrators shall and will do any farther, lawful and reasonable Act or Acts, Thing or Things, for the better assigning and conveying the said Obligation, and the Moneys thereupon due or to become due to the said Dame L. R. and T. E. their Executors, Administrators or Assigns. As by them or either of them, their or either of their Counsel shall be reasonably devised or advised and required. *And also*, That they the said J. M. and L. M. the Son, their Executors and Administrators; and all and every other Person or Persons having or claiming, or that shall claim any right Title or Interest of, in or to the said Sum of, &c. secured to the said L. M. deceased, by the said Mortgage and Assignment, and the Interest thereof, or to the mortgaged Premises, or any Part or Parcel thereof, by, from, or under them the said L. M. deceased, or the said J. M. and L. M. the Son, shall and will at any Time or Times hereafter upon the reasonable Request, and at the Costs and Charges, in the Law of the said Dame L. R. and T. E. their Executors, Administrators and Assigns; Do, Make, Acknowledge, Levy, Suffer and Execute, or cause to be made, &c. All and every such, further, and other, lawful, reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute assuring, sure-making and confirming the said hereby bargained and assigned Premises, and every Part and Parcel thereof unto the said Dame L. R. and T. E. their Executors, Administrators and Assigns, in such Manner and Form. And by such Ways and Means as by them the said Dame L. R. and T. E. their Executors,



cutors, Administrators or Assigns, or by their Council learned in the Law, shall be reasonably devised or advised, and required. *Provided*, always, nevertheless, and, it is hereby declared and agreed to be the true intent and meaning of these Presents, and of all the Parties thereunto, That if they the said Sir J. B. and A. B. or either of them, their, or either of their Heirs, Executors and Administrators do, and shall well and truly pay or cause to be paid unto the said Dame L. R. her Executors, Administrators or Assigns, upon or before, &c. next ensuing the Date hereof, the full Sum of, &c. without making any Deduction or Abatement thereout, or of any part thereof, for or upon Account of Taxes, or otherwise howsoever, That then, and at any time thenceafter the said Dame L. R. and T. E. their Executors and Administrators shall and will at the Request, Costs and Charges of the said Sir J. B. and A. B. their Heirs and Assigns; Surrender, Assign, or otherwise transfer the said mortgaged Premises, and all their Estate and Interest therein to the said Sir J. B. and A. B. their Heirs or Assigns, or to whom they shall Appoint. And in such Case also the Dame L. R. and T. E. shall deliver up to the said Sir J. B. and A. B. their Heirs or Assigns, the said Deed recited of Mortgage to the said E. W. his Executors or Administrators, and the Assignment of the said Mortgage to the said L. M. deceased, and the said Bond of the said Lord F. to the said J. T. any thing herein contained to the contrary, notwithstanding. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between all the said Parties to these Presents, and the true meaning hereof also is, and it is hereby so declared, That they the said Sir J. B. and  
A. B.

A. B. their Executors, Administrators and Assigns, shall and may until default shall be made in performance of the Proviso or Condition aforesaid, peaceably and quietly have hold, occupy, possess and enjoy, all and singular the said Premises above-mentioned, and receive and take the Rents, Issues and Profits thereof, to their own proper Use and Benefit. Any thing herein contained to the contrary in any wise notwithstanding. *in Witness, &c.*

*An Assignment of a Bond and Judgment, made as a further Security for a Sum of Money, where another Bond and Judgment is given to the Mortgagee.*

**T**His Indenture made, &c. Between T. S. of, &c. of the one part; and C. L. of, &c. J. E. of, &c. E. M. of, &c. T. M. of, &c. and J. C. of, &c. (Executors of the last Will and Testament of R. K. late of, &c. deceased) of the other Part; Whereas D. W. of, &c. by Indenture, bearing Date, &c. made or mentioned, to be made between the said D. W. of the one Part, and the said T. S. of the other Part, did for the Consideration therein mentioned, Grant, Bargain, Sell, Demise, Set, and to Farm Let, unto the said T. S. his Executors, Administrators and Assigns. All that Messuage, &c. To hold the Messuage, Lands, and all and singular other the Premises, with their and every of their Appurtenances unto the said T. S. his Executors, Administrators and Assigns, from thenceforth, for and during, and unto the full End and Term of 99 Years, then next ensuing; and fully to be Compleat, and ended; If she the said D. W. should so long live; At, and under the yearly  
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Rent of one Pepper Corn Defeasible; nevertheless on Payment of the Sum of, &c. at a certain Day therein mentioned. As in and by the said recited Indenture more fully, and at large it doth and may appear. And whereas the said T. S. in the Trinity Term last past, did obtain one Judgment in her Majesties Court of Common Pleas at *Westminster* against the said D. W. for, &c. Debt besides Costs of Suit, As by the Records thereof remaining in the said Court may appear, Which said Judgment so obtained as aforesaid, was intended, and by him the said T. S. declared, covenanted and agreed to be obtained for the better securing the Payment of the said Sum of, &c. at such Days and Times as in and by the said Proviso, in the said recited Indenture is mentioned. And for the observing, performing, accomplishing, paying, and keeping, all and singular the Covenants, Grants, Articles, Clauses, Payments, Conditions and Agreements whatsoever mentioned, and comprised in the said recited Indenture, which on the Part of the said D. W. her Heirs, Executors, Administrators and Assigns, were or ought to be observed, performed, accomplished, paid, fulfilled, and kept in all Things according to the true intent and meaning of the said Indenture. As in and by certain Indentures of Defeazance, bearing Date, &c. and made or mentioned, to be made between the said T. S. of the one Part, and the said D. W. of the other Part, (Relation being thereunto had) may more fully, and at large appear. And whereas J. C. of, &c. in and by one Bond or Obligation, bearing Date, &c. is held and firmly bound unto the said T. S. in the penal Sum of, &c. conditioned to the Payment of, &c. unto the said T. S. his Executors, Administrators or As-



signs on, &c. next ensuing, the Date of the said recited Obligation. *And whereas*, There is now remaining due and unpaid by and from the said J. C. upon the said recited Obligation, the Sum of, &c. Principal Money, together with Interest for the same, from, &c. *As in and by the said recited Obligation, and the Endorsements thereupon Written more fully, may appear. And whereas* the said T. S. in and by one Obligation, bearing Date, &c. is held and firmly bound unto the said R. K. in the penal Sum of, &c. conditioned for the Payment of, &c. unto the said R. K. his Executors, Administrators or Assigns, on, &c. next ensuing the Date of the said Obligation. *And whereas*, &c. (Here recite another Bond from T. S. to R. K.) *And whereas* the said R. K. in *Michaelmas* Term last past obtained one Judgment in her Majesties Court of Common Pleas at *Westminster*, against the said T. S. for, &c. Debt, besides Cost of Suit, as by the Records thereof now remaining in the said Court more fully, and at large may appear. *And whereas* the said R. K. being Dead, And upon an Account now made up and stated between the said C. L. &c. (Executors of the said R. K.) and the said T. S. there is remaining due and unpaid by and from the said T. S. upon the said two last recited Obligations and Judgment, the Sum of 500 l. of, &c. and no more. *Now this Indenture witnesseth*, That the said T. S. for the better securing of the said Sum of 500 l. with lawful Interest for the same, unto the said C. L. J. V. E. M. T. M. and J. C. their Executors, Administrators and Assigns, on the Days and Times, and in manner and form as is herein after mentioned and expressed; And for divers other good Causes and Considerations, him the said T. S. there-

thereunto especially moving, *Have* granted, bargained, sold, assigned, and set over, and by these Presents doth Grant, &c. unto the said C. L. &c. their Executors, Administrators and Assigns, the said recited Indenture of Lease, and all and singular the Messuages, Tenements, Lands and Premises thereby devised or mentioned, or intended to be thereby devised, with their and every of their Appurtenances and every Part and Parcel thereof. And also the said first recited Judgment of, &c. And the Sum and Sums of Money, Profit, Benefit and Advantage whatsoever; That now is, or hereafter shall be obtained or gotten by reason or means of the same Judgment, or of any Execution or Extent thereof, or thereupon to be had, sued, executed, or obtained. And also, The said first recited Obligation, and the Sum and Sums of Money therein mentioned. And also all the Estate, right Title, Interest, Term of Years, to come and unexpired Property, Profit, Benefit, Advantage, Claim and Demand whatsoever, of him the said T. S. of, in or to the same Premises, or any of them, or any Part or Parcel thereof. *To have and to hold*, The said Messuage or Tenement, Lands, Sum or Sums of Money, and all and singular other the Premises hereby bargained, sold or assigned, or mentioned, or intended to be hereby bargained, sold or assigned, with their and every of their Appurtenances unto them the said C. L. &c. their Executors, Administrators and Assigns, in as full, large, ample and beneficial manner to all Intents and Purposes, as the said T. S. now may, might, or of right ought to have and enjoy the same. *And* the said T. S. for himself, his Executors, Administrators and Assigns, and for every of them, doth Covenant, Promise

promise and grant, to and with the said C. L. &c. their Executors, Administrators and Assigns; and every of them by these Presents, That for and notwithstanding any Act, Matter or Thing, had, made, committed, suffered or done, or to be had, &c. by him the said T. S. to the contrary; the said first recited Indenture of Lease is a good, sufficient and effectual Lease in the Law, of all and every the Premises thereby demised; And that the same, together with the said first recited Judgment and Obligation, are and stand, and each of them now is and standeth, in full Force and Effect; the said Indenture of Lease unforfeited and unsurrendred, and the said Judgment and Obligation unreleased and undischarged. And the said T. S. doth by these Presents, make, ordain, constitute, authorize and appoint the said C. L. &c. to be his true and lawful Attorneys and Attornies for him, and in his Name, to sue and prosecute the said Judgment to Execution, and the said Bond or Obligation to Judgment and Execution, or otherwise against the several Persons in them respectively concerned. And upon Satisfaction given, or any other End, Composition or Agreement made concerning the Premises, to acknowledge Satisfaction upon Record of the said Judgment, and to release and discharge the said recited Obligation: And to make and do all and every other Act and Acts, Thing and Things whatsoever, as shall by them be found requisite and needful to be done in and about the Premises, ratifying, confirming and allowing all and whatsoever his said Attornies, or the major Part of them, shall so lawfully do or cause to be done in the Premises, by Vertue of these Presents. And also the said T. S. for himself, his Executors and Administrators, doth covenant

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venant and promise to and with the said C. L. &c. their Executors, Administrators and Assigns, and every of them by these Presents, That he the said T. S. his Executors or Administrators, shall nor, nor will at any Time hereafter, make, do, commit or suffer, any Act or Thing whereby to release or make void the said first recited Judgment and Obligation, and either of them, or any Action, Suit, Process, Judgment or Execution, upon or by Vertue of them, or either of them, commenced, sued, had, obtained or executed, or to be commenced, sued, had, obtained or executed by the said C. L. &c. or either or any of them, their, or either or any of their Executors, Administrators or Assigns, without the Consent of the said C. L. &c. or the major Part of them thereunto in Writing, under their Hands and Seals first had and obtained. *And further*, That he the said T. S. his Executors and Administrators, and every of them, shall and will from Time to Time, and at all Times hereafter, at the Costs and Charges of them the said C. L. &c. maintain, justify, allow and confirm, all such lawful Actions, Suits, Process, Extents, Executions and Proceedings whatsoever, as shall be brought, sued forth or prosecuted against the said D. W. her Executors, Administrators and Assigns, upon or by reason of the said first recited Judgment, or against the said J. C. his Executors, Administrators or Assigns, upon or by reason of the said first recited Obligation, or against their or either of their Lands or Tenements, Goods or Chattels. And that the said C. L. &c. their Executors and Administrators, shall and may peaceably and quietly have, hold and enjoy, to their own Use and Uses, all such Benefit, Sum and Sums of Money, Lands, Tenements, Goods and Chattels,

rels, as by Vertue of the said first recited Judgment and Obligation, or any Proceedings thereupon, shall be recovered, obtained or gotten, without the Let, Suit, Trouble or Interruption of him the said T. S. his Executors or Administrators. *Provided* always, and upon Condition, That if the said T. S. his Heirs, Executors, Administrators or Assigns, or any or either of them, do and shall well and truly pay or cause to be paid unto the said C. L. &c. their Executors, Administrators and Assigns, the full and just Sum of 500 l. of, &c. with lawful Interest for the same, after the Rate of 6 l. per Cent. per Annum in manner following; That is to say, &c. Part thereof on, &c. next coming, and, &c. Residue thereof on, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement for any Taxes, Charges or Payments, either ordinary or extraordinary, whatsoever. That then, and from thenceforth, it shall and may be lawful to and for the said T. S. his Executors, Administrators and Assigns, to receive and take the said Indenture of Lease, and also the said first recited Judgment and Obligation, and the Sum and Sums of Money thereupon due and payable to his and their own proper Use and Benefit, and from thenceforth these Presents to be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said C. L. &c. for themselves, their Executors, Administrators and Assigns, do covenant, promise and grant, to and with the said T. S. his Executors, Administrators and Assigns, in Manner and Form following; (that is to say,) That if he the said T. S. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said C. L. &c. their Executors, Admini-

nistrators or Assigns, the said Sum of 500 *l.* of  
*&c.* with lawful Interest for the same, after the  
 Rate of 6 *l.* per *Cens.* on the Days and Times in  
 the said Proviso above mentioned, limited and  
 appointed for the Payment thereof, according to  
 the true Intent and Meaning of the same Proviso,  
 and of these Presents; That then the said two last  
 recited Obligations, and the said last recited Judg-  
 ment, for, *&c.* shall be void and of none Ef-  
 fect. And that then the said C. L. *&c.* their  
 Executors and Administrators, shall upon Request,  
 and at the proper Costs and Charges of the said  
 T. S. his Heirs, Executors and Administrators,  
 give a sufficient Warrant to acknowledge Satis-  
 faction upon Record of the said Judgment, en-  
 tered into by the said T. S. to the said R. K. de-  
 ceased, as aforesaid. And in the mean time they,  
 the said C. L. *&c.* their Executors and Admini-  
 strators or either or any of them, shall not sue  
 forth or prosecute any manner or Writ or Writs,  
 Action or Actions, Prosecution or Process, upon  
 the said several and respective recited Obligations  
 and Judgments, or either or any of them, a-  
 gainst the said T. S. or the said D. W. their or  
 either of their Heirs, Executors or Administra-  
 tors, nor against their, or any or either of their  
 Lands, Tenements, Goods or Chattels: Nor a-  
 gainst any other Person or Persons whatsoever,  
 touching or concerning the same. But if Default  
 shall be made, of or in Payment of the said Sum  
 of 500 *l.* with lawful Interest, or any Part there-  
 of, by such Payments, Parts and Proportions,  
 and at the Days and Times, as in the Proviso  
 above mentioned is particularly specified, con-  
 trary to the true Intent and Meaning of the said  
 Proviso; That then, and at all Times, from and  
 after such Default so made in Part, or in the  
 whole,



whole, the said C. L. &c. their Executors, Administrators or Assigns, shall and may take their and every of their due Course in Law upon the said recited Obligations and Judgments in that Behalf provided. *In Witness, &c.*

*A Special Assignment of Part of a Mortgage Money, and Benefit of the Mortgage, where the whole Sum was borrowed of several Persons, and the Mortgage made to two Friends, and they declare it to be, In Trust for the Persons advancing the Money, with a Power to receive it of the Mortgagor, and Direction to the Trustees to pay the same to the Assignee.*

**T**His Indenture made, &c. Between T. W. of, &c. and J. his Wife, of the one Part; and R. C. of, &c. and G. P. of, &c. (Executors and Trustees of W. J. late of, &c.) of the other Part. *Whereas, &c.* [Here recite, A Mortgage from J. H. to G. S. and W. T. And, A Declaration, that the Mortgage was In Trust for, &c. And, That, &c. was the only proper Monies of, &c. And, That 200 l. Part thereof was the proper Moneys of the said J. &c. And recite the usual Power to recover, in the Declaration of Trust, to the End.] *And whereas* the said T. W. and J. his Wife, have, or one of them hath, received all the Interest of the said 200 l. secured to the said J. by the above recited Indentures; but the said Principal Sum of 200 l. remains still unpaid and unsatisfied. *Now this Indenture witnesseth,* That the said T. W. and J. his Wife, for and in Consideration of the Sum of 200 l. of, &c. to them or one of them in Hand paid by the said R. C. and G. P. the Receipt whereof they the said T. W. and J. his

Wife do hereby confess and acknowledge: (Which said 200 *l.* are hereby declared to be Part and Parcel of the Personal Estate of the said W. J.) They the said T. W. and J. his Wife, *Have*, and either of them hath granted, bargained and sold, assigned and set over, and by these Presents do, and either of them doth grant, &c. unto the said R. C. and G. P. their Executors, Administrators and Assigns, the said 200 *l.* secured to the said J. in and by the said recited Indentures above mentioned, and the full Benefit and Effect of the said Mortgage, and other Security for the same: And also all the Estate, Right, Title, Interest, Trust, Term of Years, Claim and Demand whatsoever, both in Law and Equity, or otherwise howsoever, which they the said T. W. and J. his Wife, or either of them, have or hath, or can or may claim, challenge or demand, of, in or to the said mortgaged Premises, or of, in or to the said Sum of 200 *l.* due and owing to the said J. W. on the said Mortgage to the said G. S. and W. T. *in Trust* as aforesaid, as fully, amply and effectually, to all Intents, Constructions and Purposes whatsoever, as they the said T. W. and J. his Wife, or either of them, might or could have or claim the same, by Vertue of the said recited Indenture of Mortgage and the Declaration of Trust, or other Security last above recited, or otherwise howsoever. *And* for the better enabling the said R. C. and G. P. their Executors and Administrators, to recover and receive the said 200 *l.* with the Interest thereof; they the said T. W. and J. his Wife, do, and either of them doth hereby make, ordain, constitute and appoint the said R. C. and G. P. their Executors and Administrators, their true and lawful Attornies irrevocable in the Name or Names

Names of them the said T. W. and J. his Wife, or either of them, or in the Names of the said G. S. and W. T. or either of them, their or either of their Executors or Administrators, (but to and for the only proper Use and Benefit of them the said R. C. and G. P. their Executors, Administrators and Assigns) to ask, demand, sue for, recover and receive of and from the said J. H. his Heirs, Executors or Administrators, the said Sum of 200 *l.* with all Interest from henceforth to grow due therefore and payable, or to be had or recovered by Vertue of the said recited Mortgage and Declaration of Trust, and to take all lawful Ways and Means for Recovery thereof; and on Receipt thereof, Acquittances and other sufficient Discharges for the same, or any Part thereof, in the Name of them the said T. W. and J. his Wife, their Executors or Administrators, to make, seal and deliver, and to do and execute all and every such lawful Act and Acts whatsoever concerning the Premises, as fully in every Respect as they the said T. W. and J. his Wife, their Executors or Administrators, might or could do if personally present. And the said T. W. and J. his Wife, for the Considerations aforesaid; and for the yet better enabling them the said R. C. and G. P. their Executors and Administrators, to recover and receive the said 200 *l.* with the Interest thereof, they the said T. W. and J. his Wife, do hereby direct and appoint the said G. S. and W. T. and either of them, their and either of their Heirs, Executors and Administrators, not only to pay or cause to be paid unto, but do also hereby authorize and appoint the said R. C. and G. P. their Executors and Administrators, to receive the Parts, Proportions and Share of them the said T. W. and J. his



Wife, of and in all such Sum or Sums of Money as shall from Time to Time; or at any Time, come to the Hands of them the said G. S. and W. T. or either of them; or be received by them on the said recited Mortgage from the said J. H. for the only proper Use and Benefit of them the said R. C. and G. P. their Executors, Administrators and Assigns; and in case of Non-payment thereof, or of any Part thereof, to call them and either of them to Account for the same; and on Receipt thereof, to release and discharge the same; and to do and execute all and every lawful and reasonable Act and Acts, Thing and Things whatsoever, for the receiving and recovering of the said 200<sup>l</sup>. and Interest, or so much thereof as shall be by them received of the said J. H. his Heirs, Executors or Administrators, and for the releasing and discharging of the same as fully and effectually in every Respect as they the said T. W. and J. his Wife, their Executors or Administrators, might or could do by Vertue of the said recited Mortgage made to the said G. S. and W. T. in Trust for the said J. as aforesaid, and of the said Declaration of Trust or other Security made by the said G. S. and W. T. to the said J. as aforesaid, or otherwise howsoever. *In Witness, &c.*

[To this Precedent might be added, A Covenant that T. W. and J. his Wife, have not received nor otherwise discharged the 200<sup>l</sup>. by Vertue of the Declaration of Trust, or otherwise, but that the same remains still due and unpaid.]

... assigned and conveyed unto the said  
*A special Assignment of a Mortgage for Term of*  
*Years, and of a Mortgage in Fee to three several*  
*Persons, who furnish two of them 1000 l. each,*  
*and the other 500 l. with a Promise and Cove-*  
*nant to pay it to them, with interest severally,*  
*in such manner as to Trustees, so be applied*  
*according to Marriage Articles) and a Cove-*  
*nant to levy a Fine; and that there shall be no*  
*Benefit of Survivorship, &c.*

**T**His Indenture Quinquapartite, made, &c. Be-  
 tween M. H. of, &c. and M. his Wife, and  
 A. H. Widow, (Mother of the said M. H.) of  
 the first Part; D. H. of, &c. of the second Part;  
 J. S. of, &c. of the third Part; J. R. of, &c.  
 R. B. of, &c. W. B. of, &c. and T. E. of, &c. of  
 the fourth Part; and W. S. of, &c. of the fifth  
 Part: Whereas the said M. H. having Occasion  
 of the Sum of 1200 l. of, &c. borrowed and  
 took up the same of the said D. H. And for se-  
 curing the Repayment thereof with Interest, Did  
 in and by his Indenture of Mortgage under his  
 Hand and Seal, bearing Date, &c. made be-  
 tween him the said M. H. of the one Part; and  
 the said D. H. by the Name of D. H. of, &c.  
 of the other Part; for the Considerations there-  
 in mentioned, grant, bargain, sell and demise  
 unto the said D. H. his Executors, Administra-  
 tors and Assigns, All that Capital Messuage, &c.  
 Together with all Common or Commons of Pa-  
 sture, Feedings, Ways, Easements, Waters, Fish-  
 ponds, Trees, Woods, Underwoods, &c. and the  
 Reversion and Reversions, Remainder and Re-  
 mainders, of All and singular the said Premis-  
 ses, with their Appurtenances, and of every  
 Part and Parcel thereof: And of all the Rents  
 and

and Profits thereunto incident and belonging :  
~~To be had and holden~~ unto the said D. H. his  
 Executors, Administrators and Assigns, for and  
 during the Term of 2000 Years from thence  
 next and immediately ensuing and following,  
 fully to be compleat and ended, without Im-  
 peachment of or for any manner of Waste ;  
 At and under the yearly Rent of a Pepper-  
 Corn : In which said recited Indenture of Mort-  
 gage there is contained, a Promise or Condition  
 for making the same void by Payment of the  
 Sum of, &c. on, &c. then next ensuing the Date  
 thereof; and the further full Sum of, &c. on, &c.  
 which would be in the Year of our Lord, &c. as in  
 and by the said recited Indenture (amongst other  
 Things) may more fully appear. *And where-  
 as, &c.* [Here recite another Security by Mort-  
 gage in Fee from M. H. &c. to D. H. for 800 l.  
 more.] *And whereas* all the Interest of the said  
 2000 l. is fully paid and satisfied until the Day  
 of the Date hereof; but the said Principal Sum  
 of 2000 l. remains wholly unpaid and unsatis-  
 fied. Now this Indenture witnesseth, That for  
 and in Consideration of the Sum of 1000 l. of,  
 &c. to the said D. H. in Hand paid by the said  
 J. S. by and with the Consent and Agreement of  
 the said M. H. testified by his joining herein,  
 and sealing and delivery hereof; the Receipt  
 whereof he the said D. H. doth hereby confess  
 and acknowledge: And in Consideration also of  
 the Sum of 1000 l. more of like, &c. to the said  
 D. H. in Hand paid by the said R. B. W. B. and  
 T. E. by and with the Consent and Agreement,  
 as well of the said J. R. as of the said M. H.  
 testified as aforesaid; (being Monies deposited in  
 the Hands of the said R. B. W. B. and T. E. up-  
 on the Marriage of the said J. R. with M. his  
 late



late Wife, deceased, who was Daughter of S. B. late of, &c. also deceased, to be applied according to certain Articles made on the Contract of the said Marriage, bearing Date, &c. and made between, &c.) The Receipt of which last mentioned Sum of 1000 l. he the said D. H. doth hereby also confess and acknowledge. And in Consideration of the Sum of 500 l. of like, &c. to the said M. H. M. his Wife, and A. H. in Hand paid by the said W. S. the Receipt whereof they do hereby confess and acknowledge: He the said D. H. by and with the Consent, Direction and Appointment of the said M. H. restified as aforesaid; and they the said M. H. M. his Wife, and A. H. Have, and every and either of them hath granted, bargained and sold, aliened, released and confirmed, and by these Presents do, and every and either of them doth grant, &c. unto the said J. S. R. B. W. B. T. E. and W. S. (in their actual Possession now being of the said several Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, by Verue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for *Transferring of Uses into Possession*.) and to their Heirs and Assigns for ever, *All* and singular the said Capital Messuage, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services, of *All* and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Claim and

and Demand whatsoever of them the said D. H. M. H. M. his Wife, and A. H. and of every and either of them, of, in and to all and singular the said Premises above mentioned, and of, in and to every or any Part or Parcel thereof, with the Appurtenances: And also all Deeds, Evidences and Writings, touching or concerning the said Premises above mentioned, or any Part thereof, now in their or either of their Custody or Power: *To have and to hold* all and singular the said Capital Messuage, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns, *To the only proper Use and Behoof* of them the said J. S. &c. and their Heirs and Assigns for ever. *Provided* always, and it is agreed by and between the said Parties to these Presents, That if the said M. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, the full Sum of 30 l. of, &c. in and upon, &c. next coming: And also the further full Sum of 1030 l. of like, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction, Defalcation, or Abatement for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary, already imposed, or hereafter to be imposed. And also if the said M. H. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said R. B. W. B. and T. E. their Executors, Administrators or Assigns, the full and just Sum of 30 l. of, &c. in and upon the said *Annual Rent* *the said* said;

said, &c. next coming; and also the further full Sum of 1030 l. of like, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid for any Thing already imposed, or hereafter to be imposed, To be by them applied pursuant and according to the said Articles made on the said Marriage of the said J. R. with the said M. his late Wife, deceased. And also if the said M. H. his Heirs and Assigns, do and shall well and truly pay or cause to be paid unto the said W. S. his Executors, Administrators or Assigns, the full and just Sum of 15 l. of like, &c. in and upon the said, &c. next coming: And also the further full Sum of 315 l. of like, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid: That then they, the said J. S. R. B. W. B. T. E. and W. S. their Heirs, Executors and Administrators, shall and will at the Request, Costs and Charges of the said M. H. his Heirs and Assigns, reconvey or transfer the said Premises above mentioned, with the Appurtenances, unto the said M. H. his Heirs and Assigns, or to whom he or they shall direct or appoint, so as the Person or Persons who is or are to make such Reconveyance or other Assurance, by Vertue of these Presents, be not compelled or compellable to travel or go, for the Doing thereof, from the Place or Places of his or their respective Habitation or Abode at the Time of such Request to be made; nor to enter into any further or more general Covenants than against him and themselves respectively, and against his, her and their respective Acts; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said D. H. for himself, his Heirs, Executors and

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Administrators, doth covenant and grant to and with the said J. S. R. B. W. B. T. E. and W. S. their Executors, Administrators and Assigns, That he the said D. H. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mention'd, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. And the said M. H. doth for himself, his Heirs and Assigns, covenant and grant to and with the said J. S. his Executors, Administrators and Assigns, That he the said M. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, the said Sum of 30 l. of, &c. in and upon the said, &c. next coming: And also the said further full Sum of 1030 l. of like, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And the said M. H. doth for himself, his Heirs and Assigns, covenant and grant to and with the said R. B. W. B. and T. E. their Executors, Administrators and Assigns, That he the said M. H. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said R. B. &c. their Executors, Administrators and Assigns, the said Sum of 30 l. of, &c. in and upon the said, &c. next coming: And also the said further full Sum of 1030 l. of like, &c. in and upon the said, &c. which will be in the said Year of our Lord, &c. without any Deduction whatsoever, to be by them applied according to the said Articles made on the Marriage of the said J. R. with M. his said late Wife, deceased, and according to the true Intent and Meaning of these Presents.



out the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said M. H. his Heirs and Assigns, and of all and every other Person or Persons whatsoever lawfully claiming, or to claim, by, from or under him, them, or any of them (except as is herein after excepted): And that freed and discharged of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Wrongs Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever; (except one Indenture, &c.) And also, That they the said M. H. M. his Wife, and A. H. and their Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Capital Messuage, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the said Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. All and every such further and other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of All and singular the said Capital Messuage and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns, To the only proper Use and Behoof of them the said J. S. R. B. W. B. T. E. and



and W. S. their Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption by Vertue or Colour thereof, according to the true Intent and Meaning of these Presents; as by the said J. S. R. B. W. B. T. E. and W. S. their Heirs or Assigns, or their or either of their Council learned in the Law shall be reasonably devised, or advised and required. And each of them the said M. H. and A. H. for him and her self, and his and her Heirs and Assigns, doth covenant and grant to and with the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns, and the said M. Wife of the said M. H. doth hereby consent and agree, That they the said M. H. and M. his Wife, and A. H. shall and will before the End of *Michaelmas* Term next coming, in due Form of Law acknowledge and levy before the King's Majesties Justices of the Court of *Common-Pleas* at *Westminster*, one Fine *Sur Conusance de Droit come ceo, &c.* with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of *All* and singular the said Capital Messuage and Premises above mentioned, with the Appurtenances, by such Name and Names, Quantities, Qualities, and Number of Messuages, Acres and Things, as by the said J. S. R. B. W. B. T. E. and W. S. or their or either of their Council learned in the Law shall be reasonably devised, or advised and required. Which said Fine so to be had and levied in Manner aforesaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyance and Conveyances already had, made and executed, or at any Time hereafter to be had, levied, sued or prosecuted, of the

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said

said Premisses, or any Part thereof, shall be and enure, and shall be adjudged, esteemed, and taken to be and enure to the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns, To and for the only proper Use and Behoof of them the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition herein contained. *And* the said A. H. for her self, her Heirs and Assigns, doth covenant and grant to and with the said J. S. R. B. W. B. T. E. and W. S. their Heirs and Assigns, That they the said J. S. &c. their Heirs and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in performance of the Proviso or Condition aforesaid, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Capital Messuages and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of her the said A. S. her Heirs and Assigns; and of all and every other Person or Persons whatsoever, lawfully claiming, or to claim, by, from or under her, them, or any of them. *And* it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said M. H. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, all and singular the said Capital Messuages and Premisses above mentioned, and every Part and Parcel thereof, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own proper

per Use and Benefit; any thing herein contained to the contrary thereof, in any wise notwithstanding. *And lastly*, It is agreed and declared, by and between the said J. S. R. B. W. B. T. E. and W. S. That in Case any or either them, the said J. S. &c. shall happen to die before the Performance of the Proviso or Condition herein contained, That then the Survivors or Survivor of them, or the Heirs of such Survivor shall nor, nor will take any Advantage of, or by such Survivorship. And that the Executors or Administrators of each, and either of them, so dying, shall have the like Benefit and Advantage of the Security hereby made, as the Party or Parties, so dying, might have if they were still Living. *In Witness, &c.*

*A Mortgage in Fee transferred or renewed, borrowing more Money; with Recital of a Mortgage in Fee, and an Assignment thereof, &c. in Trust, And Proviso, if the Mortgagor pays the Money at the Time limited, the Mortgagee to reconvey, &c.*

**T**His Indenture made, &c. Between C. W. of, &c. of the one Part, and H. W. of, &c. of the other Part. Whereas in and by certain Indentures of Lease and Release, bearing Date, &c. made between the said C. W. of the one Part, and W. W. of, &c. (since deceased) of the other Part. The said C. W. for, and in Consideration of the Sum of, &c. to her in Hand paid by the said H. W. and of 5 l. to her likewise paid by the said W. W. Did Grant, Bargain, and Sell, Alien, Release and Confirm unto the said H. W. and W. W. and to their Heirs and Assigns for ever. All that Messuage, &c. To hold unto the said

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H. W.



H. W. and W. W. their Heirs and Assigns. To the only proper Use and Behoof of the said H. W. and W. W. their Heirs and Assigns for ever. *In Trust*, Nevertheless, for the said H. W. his Heirs, Executors and Administrators, which said recited Indenture was by a Proviso or Condition therein contained, made Defeasible, on Payment to the said H. W. of the Sum of, &c. in and upon, &c. then next coming. *And Whereas* in and by one other Indenture, bearing Date, &c. and made between the said C. W. of the one Part, and the said H. W. and W. W. of the other Part, Reciting therein, in Effect, as is herein before recited. And reciting also, that all the Interest of the said, &c. had been duly paid, until the Day of the Date thereof. But the said whole principal Sum of, &c. remained then unpaid and unsatisfied. The said C. W. for and in Consideration of the further Sum of, &c. to her in Hand paid by the said H. W. She the said C. W. did Remise and Release unto the said H. W. and W. W. their Heirs and Assigns, the Proviso or Condition in the said first recited Indenture contained. And all Benefits and Equity of Redemption of the said Premises, by vertue or colour thereof. And also all Covenants, Clauses and Agreements, in the same Indenture contained, which by and on the part and behalf of the said H. W. and W. W. their Executors, Administrators or Assigns, were to be observed. And she the said C. W. for the Consideration aforesaid, and of  $\text{£} s.$  to her in Hand paid by the said H. W. And for the better securing the Repayment, as well of the said, &c. so due and owing upon the said first recited Indenture; as of the said, &c. by her the said C. W. then received; together with Interest for both the said Sums; she

she the said C. W. *Did* in, and by, the same Indenture Release, Ratifie and Confirm the said Messuages, Lands, Tenements, Hereditaments and Premisses above mentioned, and therein particularly expressed unto the said H. W. and W. W. *To hold* to them their Heirs and Assigns; to the only proper Use, and behoof of the said H. W. and W. W. their Heirs and Assigns for ever. *In Trust*, Nevertheless, for the said H. W. his Executors, Administrators and Assigns; but the said last recited Indenture was by a Proviso therein contained, made Defeasible, on Payment by the said C. W. her Heirs or Assigns, unto the said H. W. his Executors, Administrators and Assigns, of the full Sum of, &c. and Interest at a certain Day therein mentioned; then to come, and now past, as in, and by, the said last recited Indenture, may more fully, and at large appear. *And whereas* failure hath been made in Payment as well of the said principal Sum of, &c. as of the Interest thereof, *And whereas*, Upon an Account made up between the said C. W. and H. W. there remains due and owing from the said C. W. to the said H. W. for principal Money and Interest the full Sum of, &c. *Now this Indenture witnesseth* that the said C. W. for divers good Causes and Considerations, her thereunto moving, *Hath* remised and released, and by these Presents, doth Remise, &c. unto the said H. W. his Heirs and Assigns, the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Premisses by Vertue or Colour thereof. And also, All Covenants, Clauses and Agreements in the same Indenture contained, which on the part and behalf of the said H. W. his Heirs, Executors, Administrators and Assigns were to be observed and performed.

formed. *And this Indenture further witnesseth,*  
 That the said C. W. for the better securing the  
 Repayment of the said Sum of, &c. with Inter-  
 est. And in Consideration, also, of the further  
 Sum of, &c. now in Hand, paid to the said C. W.  
 by the said H. W. The Receipt whereof, she  
 the said C. W. *Doth* hereby confess and acknow-  
 ledge; she the said C. W. *Has* granted, bar-  
 gained, and sold, released, ratified and confirm-  
 ed. And by these Presents doth Grant, &c. un-  
 to the said H. W. his Heirs and Assigns; all and  
 singular the said Messuages, Lands, Tenements,  
 Hereditaments and Premises above mentioned,  
 to be granted in and by the said first recited In-  
 denture, and every Part and Parcel thereof, with  
 the Appurtenances. And also, all the Estate,  
 right Title, Interest, Claim and Demand what-  
 soever, of her the said C. W. of, in and to all  
 and singular the said Premises above mentioned,  
 and of, in and to every Part and Parcel thereof,  
 with the Appurtenances. *To have and to hold*, all  
 and singular the said Messuages, Lands, Tene-  
 ments, Hereditaments and Premises above re-  
 cited, and every Part and Parcel thereof, with  
 the Appurtenances unto the said H. W. his Heirs  
 and Assigns. To the only proper Use, and be-  
 hoof the said H. W. his Heirs and Assigns for  
 ever; and that freed and discharged of, and  
 from, all Benefit and Equity of Redemption what-  
 soever. *Provided always*, And it is agreed by  
 and between the said Parties to these Presents,  
 That if the said C. W. her Heirs or Assigns do  
 and shall, well and truly pay, or cause to be  
 paid unto the said H. W. his Executors, Admi-  
 nistrators or Assigns, the full Sum of, &c. in and  
 upon, &c. next coming. And also the further  
 full Sum of, &c. in and upon, &c. which will  
 be



be in the Year of our Lord, &c. without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then, and at any Time thenceafter, he the said H. W. his Heirs, Executors and Administrators, shall and will at the Request, Costs and Charges of the said C. W. her Heirs or Assigns, Reconvey, or otherwise transfer. All and singular the said Premises above mentioned, with the Appurtenances unto the said C. W. her Heirs and Assigns, or to whom she or they shall Appoint, so as the Person or Persons, who is, or are, to make such Reconveyance, or other Assurance, by Force of these Presents, be not compelled, or compellable, for the doing thereof, to Travel or go from the Place or Places of his or their respective Habitation or Abroad, at the Time of such Request, to be made, nor to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective A&ts; any Thing herein contained to the contrary, notwithstanding. And the said C. W. for her self, her Heirs and Assigns, doth Covenant and Grant, to and with the said H. W. his Executors, Administrators and Assigns. That she the said C. W. her Heirs or Assigns, shall and will well and truly pay, or cause to be paid unto the said H. W. his Executors, Administrators and Assigns, the full Sum of, &c. in and upon, &c. next coming. And also, The said further full Sum of, &c. on, &c. which will be in the said Year of our Lord, &c. without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents. And also, That he the said H. W. his Heirs and Assigns shall, and may from Time to Time, and at all

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Times, after Default, shall be made in performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premises above mentioned; with the Appurtenances, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption and Denial of her the said C. W. her Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That she the said C. W. and her Heirs, and all and every other Person and Persons, and her and their Heirs: Any Thing having or claiming in the said Premises above mentioned, or any Part thereof, shall, and will, at any Time or Times, after Default, shall be made in Performance of the said Proviso or Condition herein contained, make, do, and execute, or cause, or procure, to be made, &c. All and every such further, and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever; for the further, better, and more perfect granting and assuring of, all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances unto the said H. W. his Heirs and Assigns; To the only proper Use, and behoof of the said H. W. his Heirs and Assigns, for ever absolutely freed and discharged, of and from the Proviso or Condition herein contained, and of and from all Equity of Redemption, by Vertue or Colour thereof, according to the true Intent and Meaning of these Presents, as by the said H. W. his Heirs or Assigns, or his, or their Council learned in the Law, shall be reasonably devised or advised and required. *And lastly*, It is covenanted and agreed upon, by and between the said Parties, to these Presents, and the true Meaning hereof  
also

also is. *And* it is hereby so declared, That the said C. W. her Heirs and Assigns shall, and may, at all Times, until Default shall be made in Performance of the said Proviso or Condition herein contained, peaceably and quietly have, hold, and enjoy all and singular the said Premises above mentioned, and receive and take the Rents and Profits thereof, to her and their own proper Use and Benefit; any thing herein contained to the contrary notwithstanding. *In Witness, &c.*

*An absolute Assignment of a Mortgage of two Estates, one of them not being of sufficient Value for Security, with a Covenant to be redeemed on payment of such a Sum of Money as shall be agreed on by a subsequent Indenture, &c.*

**T**His Indenture Tripartite, made, &c. Between E. M. of, &c. of the first Part, J. M. of, &c. of the second Part, T. E. of, &c. T. H. of, &c. and H. W. of, &c. of the third Part. *Whereas* the said E. M. having occasion for the Sum of 250 l. did borrow and receive the same of and from the said J. M. and for securing the Repayment thereof, with Interest, Did in and by certain Indentures of Lease and Release, bearing Date, &c. The Release being made between the said E. M. of the one Part, and the said J. M. of the other Part, grant, bargain and sell, alien, remise, release and confirm unto the said J. M. a certain Messuage, or Tenement and Lands in the Parish of, &c. containing, &c. bounded, &c. as in the said Indenture of Release is particularly set forth, as by the same Indenture will more fully appear. *And whereas* in and by one Indenture, bearing Date, &c. made between the said E. M. of the one Part, and the said J. M. of the other



other Part reciting therein, in effect as is herein before recited. And reciting also that the said Messuage Lands and Tenements above mentioned, to be granted to the said J. M. for the securing the said 250 *l.* as aforesaid, were esteemed not of sufficient Value for securing the same Moneys: He the said E. M. for the better securing the said 250 *l.* together with such Interest as should accrue and grow due for the same. *And* likewise for and in Consideration of the further Sum of 150 *l.* of, &c. to him therein mentioned, to be paid by the said J. M. *Did* devise, grant, bargain and sell unto the said J. M. *All* that Messuage, &c. with all ways, &c. and the Reversion and Reversions, &c. *To be had and bolden* unto the said J. M. his Executors, Administrators and Assigns, from, &c. for and during the Term of 500 Years, from thenceforth, next and immediately ensuing, and following, fully to be compleat and ended, without Impeachment of or for any manner of Wast, under the yearly Rent of a Pepper Corn. And in the same Indenture it was further recited, That, &c. (another Grant) which said last recited Indenture was by a Proviso or Condition therein contained, made Defeasible on Repayment by the said E. M. unto the said J. M. of the said 250 *l.* with the legal Interest thereof, at the Days and Times in a certain Proviso in the said first recited Indenture mentioned. And also on Repayment unto the said J. M. of the said further Sum of 150 *l.* with the Interest thereof, at several Days and Times in the Proviso in the said last recited Indenture mentioned, then to come, and now long since past, as in and by the said last recited Indenture may appear. *And whereas* all the Interest of the said two several Sums of 250 *l.* and 150 *l.* hath been duly paid  
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until

until the Day of the Date hereof, but the said two principal Sums of 250 *l.* and 150 *l.* remain as yet wholly unpaid and unsatisfied. *Now this Indenture witnesseth*, That for and in Consideration of the Sum of 400 *l.* of, &c. to the said J. M. in Hand paid by the said T. E. and T. H. (by and with the Consent, Direction and Agreement of the said E. M. testified by his being a Party to these Presents.) The Receipt whereof the said J. M. doth hereby acknowledge (which said Sum of 400 *l.* is hereby declared to be Parcel of and comprehended in the Sum of 1500 *l.* the Consideration Money of one Indenture Tripartite, bearing even Date with these Presents, and made between the said E. M. of the first Part, the said J. M. of the second Part, and the said T. E. and T. H. of the third Part,) and in Consideration also of the Sum of 5 *s.* of like, &c. to the said J. M. in Hand paid by the said H. W. the Receipt whereof the said J. M. doth hereby also acknowledge, He the said J. M. *Haib* (at the Request and with the Consent, Direction and Appointment as well of the said E. M. as of the said T. E. and T. H. testified by their joining herein, and sealing hereof) bargained and sold, assigned and set over; and by these Presents doth Bargain, &c. unto the said H. W. all and singular the said several Messuages, Tenements, Closets, Grounds, Lands, Hereditaments and Premises, in and by the said several recited Indentures above mentioned to have been to him granted and assigned as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof. And also all the Estate, Right, Title, Interest, Term

Term and Terms of Years, Claim and Demand whatsoever, as well in Equity as in Law, of him the said J. M. of in and to the same Premises, and every or any Part or Parcel thereof, with the Appurtenances, together with the said several recited Indentures, and all other Deeds and Writings in his Custody, which do concern the said Premises or any part thereof. *To have and to hold* all and singular the said Messuages, Tenements, Lands, Hereditaments and Premises above mentioned, to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances unto the said H. W. his Executors, Administrators and Assigns, for and during all the rest and residue of the said several Terms of 500 Years, and, &c. above mentioned, which is yet to come and unexpired. *In Trust*, Nevertheless, to and for the only proper Use and Benefit of the said T. E. and T. H. their Heirs, Executors, Administrators and Assigns. And the said J. M. for himself, his Executors and Administrators doth covenant and grant to and with the said T. E. and T. H. their Executors, Administrators and Assigns, That he the said J. M. hath not done or committed any A& Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And* it is agreed and declared by and between the said Parties to these Presents, and the true Meaning hereof also is, That this present Indenture, and the Lands hereby assigned shall be liable and subject to be redeemed by the said E. M. on his Payment to the said T. E. and T. H. of such Sum and Sums of Money, at such Days and Times, and in such manner as shall be agreed and declared, in and by



by one Indenture Tripartite, intended to bear Date, &c. and to be made between the said T. E. of the first Part, the said T. H. of the second Part, and the said E. M. of the third Part. In Witness, &c.

*A Collateral Security.*

**T**His Indenture made, &c. Between Sir C. K. of, &c. Baronet of the one Part, and T. E. of, &c. Esq; of the other Part. Whereas the said Sir C. K. stands justly indebted to the said T. E. in the Sum of, &c. principal Money secured by one Indenture Quadrapartite, bearing equal Date with these Presents, and made between the said Sir C. K. of the first Part, J. B. Gent. of the second Part, the Right Honourable A. Lord Baron of, &c. and the Lady A. his Wife of the third Part, and the said T. E. of the fourth Part, and payable at the end of Six Months, with lawful Interest for the same. Now this Indenture witnesseth, That the said Sir C. K. for the better securing and more sure Payment of the said, &c. with the Interest thereof, and in Consideration also of the Sum of 5 s. of, &c. to him in Hand paid by the said T. E. the Receipt whereof is hereby acknowledged, he the said Sir C. K. Hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said T. E. all and singular that Capital Messuage, Tenement or Farm, commonly called and known by the Name of, &c. Together with all Lands, &c. thereunto belonging, or therewith used, occupied and enjoyed, containing, &c. be the same more or less, with the Appurtenances Situate, &c. in as large and ample manner as N. K. Esq; deceased, purchased the same of and from one T. E. Gent. or

as he the said T. E. Gent. now holds the same by Lease, granted to him by the said N. K. in his Life-time; And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances. *To have and to hold* all and singular the said Messuages or Tenements, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances unto the said T. E. Party to these Presents, his Executors, Administrators and Assigns for and during the Term of 1000 Years next and immediately ensuing, and following, fully to be compleat and ended. *Yielding* and Paying therefore yearly during the said Term, one Pepper Corn in and upon the Feast of St. Michael the Archangel only if demanded. *Provided* always, and upon Condition, That if the said Sir C. K. his Heirs or Assigns do, and shall well and truly pay or cause to be paid unto the said T. E. Party to these Presents, his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest therefore in and upon, &c. next according to the Proviso or Condition contained in the said recited Indenture. Then these Presents and every thing herein contained shall Cease, Determine, and be utterly void, any thing herein contained to the contrary notwithstanding. *And* the said Sir C. K. for himself, his Heirs and Assigns doth covenant and grant, to and with the said T. E. Party to these Presents, his Executors, Administrators and Assigns. That he the said Sir C. K. his Heirs or Assigns shall and will well and truly pay or cause to be paid unto the said T. E. his Executors, Administrators or Assigns the said full Sum of, &c. in and upon the

the said Day of, &c. next coming, according to the true Intent and Meaning of these Presents. *And also*, That he the said T. E. his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Messuage, Farm, Lands and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances for and during the Remainder of the said Term of 1000 Years hereby granted, which shall be then to come and unexpired, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said Sir C. K. his Heirs and Assigns, and of all and every other Person and Persons whatsoever. *And further*, That he the said Sir C. K. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any thing having or claiming in the said Premises above mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in performance of the Proviso or Condition herein contained, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assuring of all and singular the said Premises above mentioned, with the Appurtenances unto the said T. E. Party to these Presents. *To hold* to him his Executors, Administrators and Assigns for and during all the Rest and Residue of the said Term of 1000 Years above recited, which shall be then to come and unexpired, as by the said T. E. his Executors, Administrators or Assigns, or his or their Council learned in the Law



Law shall be reasonably devised, or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default in Performance of the Proviso or Condition herein contained, he the said Sir C. K. his Heirs or Assigns, shall and may hold and enjoy all and singular the said Premises above mentioned, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A collateral Security for Money borrowed on a Mortgage, to make up the Purchase Money for the Estate mortgaged, where the same is just purchased by the Mortgagor.*

**T***His Indenture made, &c. Between J. C. of, &c. Esq; N. H. of, &c. and T. L. of, &c. Gent, of the one Part; and W. B. of, &c. Esq; of the other Part. Whereas in and by one Indenture Tripartite, bearing Date, &c. of this instant, &c. and made between J. J. of, &c. Esq; N. J. of, &c. W. E. of, &c. and T. H. of, &c. of the first Part; the said J. C. of the second Part; and the said W. B. of the third Part: Reciting therein, that the said J. C. had contracted with the said J. J. for the absolute Purchase of the Manor and Lands therein and herein after mentioned for the Sum of, &c. and that the said J. C. having not ready Monies to pay the same, had borrowed the Sum of, &c. of the said W. B. and had requested the said J. J. and his Trustees, to secure the Repayment thereof, with Interest,*

unto

unto the said W. B. by making a Mortgage to him of the said Manor and Lands contracted for, and had agreed to accept a Conveyance of the same Premises, subject to and chargeable with such Mortgage: He the said J. J. in Pursuance of such Request, and in Consideration of the Sum of, &c. to him paid by the said W. B. by the Consent of the said J. C. testified by his joining therein, and sealing and delivery thereof. And the said N. J. W. E. and T. H. in Pursuance and Part of Performance of the Trust in them reposed by the said J. J. and by the Direction and Appointment, as well of the said J. C. as of the said J. J. testified as aforesaid, and for s. s. in Money; *Did* grant, bargain and sell, unto the said W. B. *All* that the Manor of, &c. And also all and every the Messuages, Farms, Lands, Tenements and Hereditaments, whereof or wherein he the said J. J. or they the said N. J. W. E. and T. H. or either of them, were or was seized of any Estate of Inheritance, *In Trust* for the said J. J. situate, lying and being in the several Parishes, Precincts, Tythings, Villages and Hamlets of, &c. and then or late in the several Tenures or Occupations of, &c. All which said Manors, Lands and Premises, were thentofore the Manor and Lands of C. M. Esq; deceased, and afterwards of G. G. Esq; deceased, and since of Sir R. G. Knt, Son of the said G. G. and were then lately by the said Sir R. G. for valuable Considerations, granted and conveyed (amongst other Manors and Lands) to the said N. J. and W. E. and their Heirs, *In Trust* for the said J. J. and his Heirs: And also all other the Messuages, &c. whatsoever, whereof or wherein they the said J. J. or the said N. J. W. E. and T. H. or either of them, were or was seized

of any Estate of Inheritance, *In Trust* for the said J. J. situate, &c. And also all and singular Courts Leet, Courts Baron, &c. Houses, Out-houses, Ways, Waters, &c. And also the Reversion and Reversions, Remainder and Remainders, &c. *To hold* unto the said W. B. his Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years from thence next and immediately ensuing and following, fully to be compleat and ended, without Impeachment of Waste, *At* and under the yearly Rent of a Pepper-Corn : Which said recited Indenture was, by a Proviso or Condition therein contained, made defeasible on Payment by the said J. C. his Heirs and Assigns, unto the said W. B. his Executors, Administrators and Assigns, of the Sum of, &c. in and upon, &c. then and now next ensuing : And also of the further full Sum of, &c. of like, &c. in and upon, &c. which would and will be in the Year of our Lord, &c. without any Deduction whatsoever ; as in and by the said recited Indenture may more fully appear. *And whereas* in Pursuance of the said Contract in the said recited Indenture mentioned, they the said J. J. N. J. and W. E. have by Indentures of Lease and Release, bearing Date, &c. of this instant, &c. granted and conveyed the Fee-Simple and Inheritance of the said Manor and Premises unto the said J. C. and his Heirs ; but subject to the said recited Mortgage for securing the Repayment of the said Sum of, &c. with Interest as aforesaid, to the said W. B. *Now this Indenture witnesseth*, That the said J. C. for and in Consideration of the said Sum of, &c. so lent and paid to the said J. J. by the said W. B. in Part of his said Purchase Money, as in the said first  
above



above recited Indenture is mentioned and expressed. And for the better securing and more sure Payment of the said Sum of, &c. with the Interest thereof, unto the said W. B. at the Days and Times, and in Manner and Form in the said recited Indenture limited and appointed. *And* the said N. H. and T. L. in Pursuance and Part of Performance of the Trust in them reposed by the said J. C. and at his Instance and Request, testified by his joining herein, and sealing and delivery hereof: And in Consideration of the Sum of 5 s. of, &c. to them the said N. H. and T. L. now in Hand paid by the said W. B. He the said J. C. and they the said N. H. and T. L. at his Request, *Have*, and every and either of them hath granted, bargained and sold, released, ratified and confirmed, and by these Presents do, and every and either of them doth grant, &c. unto the said W. B. *All* and singular the Manor of, &c. And also the Reversion and Reversions, &c. And also all the Estate, &c. of them the said J. C. N. H. and T. L. of, in and to the same Manor and Premises, and of, in or to every or any Part or Parcel thereof, with the Appurtenances; *To have and to hold* all and singular the said Manor or Lordship, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said W. B. his Executors, Administrators and Assigns, for and during all the rest, Residue and Remainder of the said Term of 500 Years above mentioned, which are yet to come and unexpired. *Provided* always, and upon Condition, That if the said J. C. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said W. B. his Executors, Administrators or Assigns, the said

Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement whatsoever, according to the Proviso or Condition contained in the first recited Indenture: That then, and at any Time hereafter, he the said W. B. his Executors or Administrators, shall and will at the Request, Costs and Charges of the said J. C. surrender, assign, or otherwise transfer, *All* and singular the said Manor and Premises, with the Appurtenances, unto the said J. C. his Heirs and Assigns, or to whom he or they shall appoint, in such manner as Council learned in the Law shall reasonably advise; so as the Person or Persons who is or are to make such Surrender or Assignment be not compelled, by Force of these Presents, to travel or go, for the Doing thereof, from the Place or Places of his or their respective Habitation or Abode at the Time of such Request; nor to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Aets; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said J. C. for himself, his Heirs and Assigns, doth covenant and grant to and with the said W. B. his Executors, Administrators and Assigns, That he the said J. C. his Heirs and Assigns, shall and will well and truly pay or cause to be paid unto the said W. B. his Executors, Administrators or Assigns, the said Sum of, &c. in and upon, &c. next coming: And also the said further full Sum of, &c. which which will be in the said Year of our Lord, &c. without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And also*, That the said Term of 500 Years is still in being and subsisting, not surrendered, discharged,

charged, or otherwise avoided. *And also*, That he the said W. B. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the rest and Residue of the said 500 Years above recited which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Manor and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said J. C. his Heirs and Assigns, and of all and every other Person or Persons whatsoever. *And also*, That he the said J. C. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Manor and Premises above mentioned, or any Part thereof, shall and will from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, at the Request, Costs and Charges of the said W. B. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, &c. *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of *All* and singular the said Manor and Premises above mentioned, with the Appurtenances, unto the said W. B. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above mentioned which shall be then to come and unexpired, freed and discharged of



and from the Proviso or Condition herein contained, and all Benefit and Equity of Redemption by Vertue or Colour thereof, or otherwise howsoever; as by the said W. B. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required. *And* the said N. H. and T. L. for themselves severally, and their several Heirs, Executors and Administrators, do severally and apart, and not jointly, covenant and grant to and with the said W. B. his Executors, Administrators and Assigns, That they the said N. H. and T. L. have not, nor either of them hath, done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Manors and Premises above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And lastly*, It is agreed and declared by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Performance of the Condition herein contained, he the said J. C. his Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy, all and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*An Assignment of a Statute as an Additional Security for a Sum of Money borrowed on a Mortgage.*

**T**His Indenture Tripartite made, &c. Between T. M. of, &c. of the first Part, J. H. of, &c. of the second Part, and T. E. of, &c. and W. B. of, &c. of the third Part. Whereas the said T. M. heretofore wanting Moneys borrowed of the said J. H. the Sum of 1000 l. And for the securing the Repayment thereof with Interest, Did in and by one Indenture bearing Date, &c. made between the said T. M. of the one Part, and the said J. H. of the other Part, Demise, Grant, Bargain and Sell unto him the said J. H. all that the Manor of, &c. and divers Farms, Messuages, Lands and Hereditaments therein particularly mentioned, To hold for the Term of 1000 Years, without Impeachment of Waste, at and under the yearly Rent of 2 d. Defeasible, on Repayment of the said 1000 l. and Interest, at certain Days and Times in the said Indenture expressed, and now long since past, as in and by the same Indenture may appear. And whereas the said T. M. for better securing the Repayment of the said 1000 l. and Interest, became bound to the said J. H. in and by one Recognizance, or writing Obligatory, in the Nature of a Statute Merchant, bearing Date, &c. taken and acknowledged at, &c. before, &c. Mayor of the said City, Keeper of the greater Piece of the Seal of the same Statute, and, &c. Keeper of the lesser Piece of the Seal, in the Sum of 2000 l. of, &c. payable as in and by the same Recognizance or Writing, obligatory more at large appeareth. And whereas in and by one Indenture bearing Date, the said,

*&c.* made between the said J. H. of the one Part, and the said T. M. of the other Part. It was concluded and agreed, and the said J. H. Did covenant with the said T. M. That if he the said T. M. his Heirs and Assigns should well and truly observe, perform, fulfil and keep all and singular the Payments, Grants, Provisoos, Conditions and Agreements contained and comprised in the above recited Indenture, which on his and their part and behalfs were or ought to be paid, observed and performed according to the true Meaning of the same Indenture. That then the said Recognizance or Writing Obligatory so entered into by the said T. M. should Cease and be Void, *As* in and by the said last recited Indenture may appear. *And whereas* the said 1000 *l.* and the Interest were not paid according to the Purport and true Meaning of the said recited Indenture. *And whereas* the said J. H. having occasion of his Money, *And* the said T. M. not having Moneys at present to pay the same, requested the said T. E. and W. B. to supply him therewith, *He* the said J. H. in Consideration of the said 1000 *l.* to him paid by the said T. E. and W. B. *Has* by Indenture bearing equal Date herewith, by the Direction and Appointment of the said T. M. assigned the said Manor and Premisses, and all his Estate and Interest therein unto the said T. E. and W. B. Defeazable on Payment of the said 1000 *l.* and Interest by the said T. M. his Heirs or Assigns in manner therein and herein after expressed, as in and by the said last recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said J. H. for and in Consideration of the said Sum of 1000 *l.* of, *&c.* to him in Hand paid by the said T. E. and W. B. (being the same Sum of 1000 *l.* mentioned



tioned to be the Consideration Money of the last above recited Indenture) He the said J. H. Hath (at the Request and by and with the Consent, Direction and Agreement of the said T. M. testified by his joining herein, and signing and sealing hereof) assigned and set over, and by these Presents doth fully, freely and absolutely Assign and set over unto the said T. E. and W. B. their Executors, Administrators and Assigns to their own Use and Benefit, the said Recognizance or Statute above recited, and the Moneys thereby due, and all Process and Proceedings thereupon had or to be had, and all Benefit and Advantage that can or may be gotten thereby. And the said J. H. doth by these Presents make, ordain, constitute and appoint the said T. E. and W. B. their Executors, Administrators and Assigns, and every of them the true, lawful and irrevocable Attorney and Attornies of him the said J. H. his Executors and Administrators, and in his and their Name and Names, but to the only Use and Benefit of the said T. E. and W. B. their Executors, Administrators and Assigns to ask, sue for, levy, recover and receive of and from the said T. M. his Heirs, Executors and Administrators the said Debt, in the said recited Recognizance, or Statute contained, and every part thereof. And also, To do or cause or procure to be done all and every other lawful Act, Matter or Thing necessary and expedient to be done in the Premises. And one Attorney or more under him to constitute, and the same at Pleasure to Revoke. And the said J. H. for himself, his Executors and Administrators doth covenant and grant to and with the said T. E. and W. B. their Executors, Administrators and Assigns, That he the said J. H. hath not done, And that he the said

said J. H. his Executors of Administrators shall not nor will at any Time hereafter without the Consent and Agreement of the said T. E. and W. B. their Executors, Administrators and Assignes first had and obtained in Writing, do or Consent to be done, any Act, Matter or Thing whatsoever, whereby, or by means whereof the said recited Recognizance, or the Debt therein contained, or any part thereof, or any Execution, Suit, Benefit, Estate or Interest that shall or may be had or prosecuted upon, or by reason of the same Recognizance shall or may be made void, released, barred, discharged, hindered or incumbered unless he or they shall be thereunto compelled by the Judgment, Decree or Order of some Court of Law or Equity. And each of them the said T. E. and W. B. for himself severally, and for his several and respective Executors and Administrators *Doth* covenant and grant to and with the said J. H. his Executors and Administrators, That they the said T. E. and W. B. their Executors and Administrators shall and will at all Times at their own proper Costs and Charges well and sufficiently, save harmless and keep indemnified the said J. H. his Executors and Administrators, and every of them, and his and their Goods and Chattels, Lands and Tenements of from and against all such Costs and Charges, Losses, Expences and Damages, as he or they shall or may sustain, bear, loose, lay out, expend or be put unto for or by reason of any Act Process or Proceedings, that they the said T. E. and W. B. shall do or cause to be done by Vertue, Colour or Pretence of these Presents, or of any Power or Authority hereby given or granted, or in or about any Action, Suit or Proceedings in any Court of Law or Equity touching or

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concerning the said Statute or Recognizance. *And* it is hereby granted, concluded, provided and agreed upon by and between the said T. M. and T. E. and W. B. And the said T. E. and W. B. are contented and willing: And each of them doth for himself severally and apart, and not jointly, and for his several and respective Executors and Administrators doth covenant, promise and grant to and with the said T. M. his Heirs, Executors, Administrators or Assigns by these Presents, That if the said T. M. his Heirs, Executors, Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said T. E. and W. B. their Executors, Administrators and Assigns the full Sum of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition contained in the said last recited Indenture, That then and from thenceforth the said Recognizance or Writing Obligatory shall cease and be void. And then and at any time thenceafter, They the said T. E. and W. B. their Executors, Administrators and Assigns shall and will upon Request to them in that behalf made by the said J. M. his Heirs, Executors and Administrators deliver up the said recited Statute, to be cancelled and made Void, and shall and will do any Thing at the Charges of the said T. M. his Heirs, Executors and Administrators for vacating the Inrolment of the said Statute, as shall be required. *And also*, That they the said T. E. and W. B. or either of them, their or either of their Executors, Administrators or Assigns shall not, nor will until Default shall be made in Performance of the Proviso or Condition aforesaid, Commence or Prosecute any Suit, Process or Execution upon the said recited Statute, either against the said T. M. his Heirs,  
Execu-



Executors or Administrators, or any of them or his or their Goods or Chattels, Lands or Tenements, or any Part thereof. *In Witness, &c.*

*A Security to Indemnifie a Lord of a Manor against a Copy of Court-Roll lost or mislaid; given to the Lord on granting a new Estate in the Premises by Lease.*

**T**His Indenture made, &c. Between D. S. the Elder of, &c. and D. S. the Younger (Son of the said D. S. the Elder) of the one Part, and Sir J. S. of, &c. Baronet, R. O. of, &c. Esq; and A. A. of, &c. of the other Part. *Whereas* Sir S. A. Knight, Lord of the Manor of W. in the said County of, &c. *Did* heretofore grant by Copy of Court-roll bearing Date, &c. according to the Custom of the said Manor unto the said D. S. the Elder, and E. his Wife, the Reversion of one Messuage or Tenement, with all Lands, Meadows and Pastures to the same belonging, with their Appurtenances, Situate, lying and being in, &c. within the said Manor of, &c. aforesaid, and then in the Possession of N. F. *To hold* (immediately after the Death of the said N. F.) unto the said D. S. E. his Wife, and to N. S. and the said D. S. paid their Sons for their Lives successively under the yearly Rent of, &c. as thereby may appear. *And whereas* the said Sir S. A. is since Dead, and the said N. F. and N. S. are since also Dead. *And whereas* the said Manor of W. and the Lands thereto belonging are since come to and vested in the said Sir J. S. R. O. and A. A. *And whereas* at a Court Baron held for the said Manor of W. the, &c. the said D. S. the Elder, E. his Wife, and D. S. the Younger surrendered into the Hands of the Lords  
of

of the said Manor, the said Messuages or Tenement above mentioned with the Appurtenances. And all the Lands, Meadows and Pastures there-to belonging: And all their Estate, Right, Title and Interest therein according to the Custom of the said Manor, as by the Records of the said Court may appear. *And whereas* the said D. S. Senior, E. his Wife, and D. S. Junior did then affirm to the Steward of the said Court, and the Homage there, that the said recited Copy of Court-roll was lost, and could not be found, and agreed to indemnifie the Lords of the said Manor, in respect of the not delivering up the said Copy in Court. *And whereas* in and by one Indenture of Lease bearing Date, &c. the said Sir J. S. R. O. and A. A. in Consideration of the said Surrender did Demise, Grant, and to Farm Let unto the said D. S. Senior, *All* and Singular the said Messuages or Tenement, Lands, Meadows and Pastures above mentioned, with their Appurtenances. (Except as in the said recited Indenture is mentioned to be excepted.) *To hold* unto the said D. S. the Elder, his Executors, Administrators and Assigns for and during, and unto the full End and Term of 99 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, if the said D. S. the Younger, or any or either of them should happen so long to live under the yearly Rent of, &c. as by the said recited Indenture may more fully appear. *And whereas* on granting the said recited Indenture of Lease, it was agreed between the said Parties to these Presents, that the said Messuages or Tenement and Lands above-mentioned should stand, and be a Security to indemnifie the said Sir J. S. R. O. and A. A. their Heirs and Assigns from all Actions, Suits, Charges,

ges, Costs and Damages that should or might happen to them, or either of them, for or by reason of the not delivering up the said Copy in Court, and cancelling the same. *Now this Indenture witnesseth*, That the said D. S. the Elder in Pursuance, and part of Performance of the said Agreement: And for that the said Sir J. S. R. O. and A. A. granted the said Lease, in Consideration of making the said Surrender, and without taking any Fine therefore, *Have* granted, declared and agreed, and by these Presents doth grant, &c. That the said Indenture of Lease to him granted as aforesaid, and the Tenements therein mentioned, shall be lyable and subject to the indemnifying and saving the said Sir J. S. R. O. and A. A. and every of them, their and every of their Heirs, Executors and Administrators, Harmless, of from and against all Actions and Suits, both in Law and Equity, Costs, Charges, Expences and Damages whatsoever, that may be brought against, or happen to them, or any or either of them for or by reason of the not delivering up, and cancelling the said recited Copy of Court-roll, any thing in the said Indenture contained to the contrary notwithstanding. *And* each of them the said D. S. Senior, and D. S. Junior, for himself severally and apart, and not jointly, and for his several Executors, Administrators and Assigns, doth severally and apart, and not jointly, covenant and grant to and with the said Sir J. S. R. O. and A. A. their Heirs and Assigns, That they the said D. S. Senior, and D. S. Junior, their Executors, Administrators or Assigns, shall and will at all Times hereafter well and sufficiently save harmless and keep indemnified the said Sir J. S. R. O. and A. A. their Heirs and Assigns, of, from and against all Actions, Suits, Costs, Charges, Expences and



and Damages whatsoever that may be brought against, or happen to them, or any or either of them, for or by reason of the not delivering up and cancelling the said recited Copy of Court-Roll. *In Witness, &c.*

*A Counter Security against a Bond by Demise  
for 21 Years.*

**T**HIS Indenture made, &c. Between R. L. of, &c. of the one Part; and J. B. of, &c. of the other Part. *Whereas* the said J. B. at the special Instance and Request, and for the proper Debt of the said R. L. is in and by one Bond or Obligation, bearing even Date with these Presents, become bound with the said R. L. unto T. M. of, &c. in the penal Sum of, &c. conditioned for Payment of, &c. in and upon, &c. as by the said Obligation and Condition thereof may appear. *Now this Indenture witnesseth,* That for counter-securing and saving harmless the said J. B. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from the Payment of the said, &c. and of and from all Damage and Loss that shall or may happen unto him or them, for or by reason of the Non-payment thereof: And for and in Consideration of the Sum of  $\text{£} 1$ . of, &c. to the said R. L. in Hand paid by the said J. B. the Receipt whereof he doth hereby acknowledge: He the said R. L. *Has* demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said J. B. his Executors, Administrators and Assigns, *All* that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, and of every Part and

and Parcel thereof; and all Rents, Services and Profits thereunto incident and belonging: *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, unto the said J. B. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during the Term of 21 Years from thence next following, and fully to be compleat and ended, without Impeachment of or for any manner of Waste. *Provided* always, and it is covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, That if the said R. L. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said T. M. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. according to the Condition of the said recited Obligation; and do and shall upon or before, &c. deliver or cause to be delivered unto the said J. B. his Executors or Administrators, the said Obligation to be cancelled: That then this present Indenture, and the Term and Estate hereby made and granted, shall cease, determine and be void; any Thing herein contained to the contrary notwithstanding. *And* the said R. L. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said J. B. his Executors, Administrators and Assigns, by these Presents, That he the said R. L. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said T. M. his Executors, Administrators or Assigns, the said Sum of, &c. in and upon, &c.

according to the true Intent and Meaning of these Presents. *And* the said R. L. for himself, his Heirs, Executors and Administrators, doth also covenant, promise and grant, to and with the said J. B. his Executors, Administrators and Assigns, That he the said R. L. at the Time of the sealing and delivery of these Presents, is lawfully, rightfully and absolutely seized of and in *All* and singular the Premises hereby demised, or mentioned to be demised, with their and every of their Appurtenances, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-Simple: *And* hath good Right, full Power and lawful Authority in himself to demise, grant, bargain and sell the same Premises, and every Part and Parcel thereof, unto the said J. B. his Executors, Administrators and Assigns, for the said Term of 21 Years, in Manner and Form aforesaid: *And* that the same Premises are of the clear yearly Value of, &c. over and above all Charges and Reprizes. *And also*, That in case Default shall be made by the said R. L. his Heirs, Executors, Administrators or Assigns, of or in Payment of the said Sum of, &c. in such Manner as the same is herein before covenanted to be paid: That then, and at all Times thenceforth during the said Term of 21 Years, he the said J. B. his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold and enjoy, *All* and singular the said Premises hereby demised, or mentioned to be demised, and receive and take the Rents, Issues and Profits thereof to his and their own Use, without any Let, Trouble, Denial, Hindrance or Interruption of or by the said R. L. his Heirs or Assigns, or any other Person or Persons whatsoever: *And* free and clear, and freely and



clearly acquitted and discharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Entails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Extents, Executions, Charges, Troubles and Incumbrances whatsoever. *And* the said R. L. for himself, his Heirs, Executors, Administrators and Assigns, doth further covenant, promise and grant to and with the said J. B. his Executors, Administrators and Assigns, by these Presents, That in case Default shall be made by the said R. L. his Heirs, Executors, Administrators or Assigns, in Payment of the said Sum of, &c. in such manner as the same is herein before covenanted to be paid as aforesaid; That then and at any Time after such Default made, he the said R. L. his Heirs and Assigns, and all and every other Person and Persons, having or lawfully claiming any Estate, of, in or to the said Premises hereby demised, or mentioned to be demised, or any Part thereof, shall and will at the reasonable Request, and Costs and Charges in the Law of the said J. B. his Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other Act and Acts, Thing and Things, for the further, better, and more perfect assuring and conveying of all and singular the said Premises, with the Appurtenances, unto the said J. B. his Executors, Administrators and Assigns, for and during the Term hereby granted, or mentioned to be granted; as by the said J. B. his Executors, Administrators or Assigns, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *In Witness, &c.* A

*A Security for Payment of Annuities, by way of Assignment of a Lease of a House, &c. for Term of Years; with special Covenants for Payment of Rent, and for insuring the Messuage from Fire to such a Value, &c.*

**T**His Indenture made, &c. Between W. P. Citizen and Tyler of London, of the one Part; and H. W. Citizen and Merchant-Taylor of London, of the other Part. *Whereas* J. C. Citizen and Grocer of London, in and by his Indenture of Lease under his Hand and Seal, bearing Date, &c. and made or mentioned to be made between the said J. C. of the one Part, and the said W. P. of the other Part; for the Considerations therein mentioned, *Did* demise, grant, and to Farm let unto the said W. P. *All* that Messuage, &c. *To hold* unto the said W. P. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during the full End and Term of 50 Years from thence next ensuing, and fully to be compleat and ended, *At* and under the Rent of one Pepper Corn for and during the first Year of the said Term, and at and under the yearly Rent or Sum of 5 *l.* of, &c. payable quarterly as therein is mentioned, for and during the Remainder of the said Term; as in and by the said recited Indenture of Lease may more fully and at large appear. *Now this Indenture witnesseth*, That the said W. P. for and in Consideration of the Sum of, &c. to him in Hand paid by the said H. W. the Receipt whereof he doth hereby acknowledge; *Has* granted, bargained, sold, assigned and set over, and by these Presents doth grant, &c. unto the said H. W. his Executors, Admini-

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strators and Assigns, the said recited Indenture of Lease, and the said Messuage or Tenement, and all other the Premisses therein or thereby demised, with their and every of their Appurtenances, and every Part and Parcel thereof; and the Reversion and Reversions, Rents, Issues and Profits of all and singular the said Premisses; and also all the Estate, Right, Title, Interest, Benefit, Profit, Claim and Demand whatsoever, which he the said W. P. hath, may, might, should or ought to have, or can or may claim, of, in or to the said Messuage or Tenement, and Premisses, by Force of the said recited Indenture, or by any other Ways or Means whatsoever. *To have and to hold* the said Messuage or Tenement, and all and singular other the Premisses, with their Appurtenances, and every Part and Parcel thereof, unto the said H. W. his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all the rest and Residue of the said Term of 50 Years in and by the said recited Indenture of Lease granted, yet to come and unexpired; if he the said H. W. and M. his Wife, or either of them, shall happen so long to live. *And* the said W. P. for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said H. W. his Executors, Administrators and Assigns, That the said recited Indenture of Lease at the Time of the sealing and delivery of these Presents, is a good and sufficient Lease in the Law; and is and standeth in full Force and Effect unforfeited and unsurrendred: *And* that he the said W. P. hath in himself good Right, full Power and lawful Authority, to grant, bargain, assign and set over the same unto the said H. W. his Executors, Administrators and Assigns, in  
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Manner and Form aforesaid. *Provided* always, and upon Condition nevertheless, That if the said W. P. his Executors or Administrators, or any of them, do and shall yearly, and every Year, for and during the natural Lives of them the said H. W. and M. his Wife, and the Life of the longest Liver of them, well and truly pay or cause to be paid unto the said H. W. his Executors, Administrators or Assigns, the Annuity or yearly Sum of 10 l. of, &c. at the four most usual Feasts or Terms in the Year; (that is to say) &c. or within One and twenty Days next after every of the said Feasts, by even and equal Portions; the first Payment thereof to begin and be made at, &c. next ensuing the Date hereof, without any Deduction or Abatement out of the same, for or by reason of any Taxes, Charges, Assessments or Impositions whatsoever, either ordinary or extraordinary: That then this present Indenture, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said W. P. for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said H. W. his Executors, Administrators and Assigns, by these Presents, That he the said W. P. his Executors or Administrators, shall and will yearly, and every Year, during the natural Lives of them the said H. W. and M. his Wife, and the Life of the longest Liver of them, well and truly pay or cause to be paid unto the said H. W. his Executors, Administrators or Assigns, the said Annuity or yearly Sum of 10 l. of, &c. on the said Feasts or Days of Payment above mentioned, or within One and twenty Days next after the same, in

Manner as the same is herein before expressed and reserved, free and clear of and from any Deduction or Abatement whatsoever as aforesaid, according to the Proviso or Condition aforesaid, and the true Intent and Meaning of these Presents. *And* that if Default shall happen to be made of or in the Payment of the said Annuity or yearly Sum of 10 l. or any Part thereof, on any the Feast-Days aforesaid, or above the Space of One and twenty Days next after the same, contrary to the Proviso or Condition aforesaid; That then the said H. W. his Executors, Administrators or Assigns, shall and may from Time to Time, and at all Times, after such Default, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement, and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during all the rest and Residue of the said Term of 50 Years in and by the said recited Indenture of Lease granted, which shall be then to come and unexpired, without any the Let, Suit, Trouble, Eviction, Ejection, Molestation or Interruption of or by him the said W. P. his Executors or Administrators, or of or by any other Person or Persons whatsoever. *And* that freed and discharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever: (The Rent and Covenants reserved and contained in and by the said recited Indenture of Lease, which from and after Breach of the Proviso or Condition herein before mentioned and contained on the Tenants or Lessees

tees Part and Behalf, shall grow due to be paid and performed excepted.) *And also*, That he the said W. P. his Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, until Default shall be made of or in Payment of the said Annuity or yearly Sum of 10 l. contrary to the Proviso or Condition above mentioned, well and truly pay or cause to be paid the said yearly Rent of 5 l. in and by the said recited Indenture of Lease reserved, as the same shall become due and payable according to the Reservation thereof, and save, defend and keep harmless the said H. W. his Executors, Administrators and Assigns, of and from the same, and every Part thereof. *And also*, That he the said W. P. his Executors or Administrators, shall and will within the Space of three Months next ensuing the Date of these Presents, at his or their own proper Costs and Charges, cause the said Messuage or Tenement, and Premises, to be insured at one of the usual Offices of *Insuring Houses from Fire*, in such manner as the full Sum of 100 l. shall be secured to be paid, in case and as often as the said Messuage or Tenement shall be burnt or demolished by Fire; and the same shall and will renew and continue insured, in manner as aforesaid, from Time to Time, as often as the Policy or Policies of Insurance for the same shall determine and expire. *And further*, That he the said W. P. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges in the Law of the said H. W. make, do and execute all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and



Devises, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute assuring, conveying and confirming of the said Messuage or Tenement, and Premises above mentioned, and every Part and Parcel thereof, unto the said H. W. his Executors, Administrators and Assigns, for the Securing and Sure-making of the said Annuity or yearly Sum of 10 l. to be paid during the natural Lives of them the said H. W. and M. his Wife, and the Life of the longest Liver of them, in manner as is herein before mentioned, according to the true Intent and Meaning of these Presents; as by the said H. W. his Executors or Administrators, or his or their Council learned in the Law shall be reasonably devised, or advised and required. *And lastly*, It is agreed and declared by and between the said Parties to these Presents, That until Default shall be made of or in Payment of the said Annuity or yearly Sum of 10 l. contrary to the Proviso or Condition aforesaid, he the said W. P. his Executors or Administrators, shall or lawfully may have, hold and enjoy, all and singular the said Premises above mentioned, and receive and take the Rents and Profits thereof to his and their own Use and Uses, without any the lawful Let, Suit, Trouble or Interruption, of or by the said H. W. his Executors, Administrators or Assigns. *In Witness, &c.*

*A Mortgage of several Manors, Lordships and Burroughs, &c. made as a Security against an Annuity of 400 l. per Annum, and a Mortgage for 4000 l. And other Incumbrances on an Estate purchased.*

**T**His Indenture Quinquartite, made, &c. Between the Right Honourable T. Lord W. of, &c. of the first Part; The Right Honourable W. H. Esq; (commonly called the Lord M.) and the Right Honourable Sir J. T. Knight of the second Part; Sir G. W. of, &c. Baronet, and Sir W. H. of, &c. Baronet of the third Part; D. W. of, &c. Esq; and R. L. of, &c. Gent, of the fourth Part; and J. M. of, &c. Merchant of the fifth Part. *Whereas, &c.* (Recite a Mortgage to T. Earl of P. &c. for 4000 l. and a grant of an Annuity of 400 l. out of the Premises.) *And whereas* the said 4000 l. secured in and by the said recited Indenture to the said T. Earl of P. and the said Ladies K. R. and A. H. together with the Interest thereof is fully paid and satisfied. *And whereas* the said J. M. having contracted with the said Lord W. for the absolute purchase of the Fee-simple and Inheritance of the Manors and Lordships of, &c. with their Rights, Members and Appurtenances in the said recited Indenture granted for the Sum of, &c. and that free from all Incumbrances. *And whereas* in pursuance of that Contract, He the said Lord W. together with the Lady C. his Wife, and the said W. H. Sir J. T. Sir G. M. Sir W. H. D. W. and R. L. have by Indentures of Lease and Release, bearing Date, &c. last past, granted and conveyed the said last mentioned Manors, Lordships and Premises so contracted for as aforesaid, to  
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the said J. M. and his Heirs. *And whereas* upon making the said Contract, it was agreed between the said Lord W. and the said J. M. that the Manor and Lordships herein after mentioned should be made a Collateral Security to the said J. M. to protect him and the said purchased Manors and Premises against the several Incumbrances herein above recited. *Now this Indenture witnesseth*, That the said Lord W. in pursuance, and part of performance of the said Contract: And to the end the said J. M. may hold and enjoy the Manors and Lordships to him granted and conveyed as aforesaid, acquitted and freed from the Payment as well of the said 400 *l. per Annum*, to the said T. Earl of P. and the Arrears thereof as from the Payment of so much of the said 4000 *l.* and Interest thereof as yet remains unpaid. (If any such there be) *And* the said W. H. Sir J. T. Sir G. M. D. W. and R. L. in pursuance and part of Performance of the Trust in them reposed, by the said T. Earl of P. and his said Sisters. And in Consideration also of the Sum of 10 *s.* of, &c. to them the said Lord W. W. H. Sir J. T. Sir G. M. D. W. and R. L. in Hand paid by the said J. M. The Receipt whereof they do hereby acknowledge. *They* the said Lord W. &c. *Have* and every and either of them hath granted, bargained and sold; and by these Presents do, and every and either of them doth grant, &c. unto the said J. M. *All* those the several Lordships, and Burroughs of, &c. with their and every of their Rights, Members and Appurtenances in the said Countrey of, &c. *And also*, *All* those the several Manors or Lordships of, &c. with their and every of their Rights, Members and Appurtenances in the said Countrey of, &c. And all and singular Messuages, Houses, Out-houses,



houses, Edifices, Buildings, Barns, Stables, Yards, Backsides, Orchards, Gardens, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Rectories, Tithes, Ways, Wastes, wast Grounds, Commons, Common of Pasture, Moors, Marshes, Woods, Underwoods, Wood Grounds, Waters, Watercourses, Ponds, Pools, Liberties, Fishings, Fines, Amerciaments, Courts-Leet, Courts-Baron, View of Frankpledge, and all that to view of Frankpledge doth belong, Rents, Services, Perquisites and Profits of Courts, and Leets, Waifes, Estrays, Goods and Chattels: Of Felons and Fugitives, Customs, Rights, Jurisdictions, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said several Manors, Lordships and Burroughs, or any or either of them, or any Part or Parcel of them, or either of them belonging, or in any wise appertaining, or therewithal at any time heretofore held, used, occupied or enjoyed, or accepted, reputed, deemed and taken as Part, Parcel or Member of the said Manors, Lordships and Premisses, or any or either of them. *And also,* The Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premisses, and every Part and Parcel thereof. *To have and to hold* the said several Manors, Lordships, Burroughs, Lands, Tenements, Hereditaments, and all and singular the Premisses hereby granted or mentioned, or intended to be hereby granted, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said J. M. his Executors, Administrators and Assigns, for and during the Term of 1000 Years next and immediately ensuing, and fully to be compleat and ended. *Yielding* and paying there-  
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fore yearly during the said Term, one Pepper Corn in and upon the Feast of St. Michael the Archangel, (only if demanded.) *Provided* always, And it is agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof also is: And it is hereby so declared, That in case the said T. Earl of P. do and shall within the Space of 2 Years next coming, release, acquit and discharge as well the said J. M. his Heirs and Assigns, as the said several Manors, Lands and Premises by him purchased as aforesaid, of and from the said Annuity of 400 *l. per Annum*; and all Arrearages due, and to grow due for the same. *And also*, If the said Sir W. H. his Executors and Administrators do and shall within the Time aforesaid. By such good Conveyances in the Law as the Council of the said J. M. shall reasonably Advise, Assign the Remainder of the said Term of 500 Years, of and in the said several Manors and Lands by him the said J. M. purchased as aforesaid, To such Persons, and in such manner and form as he the said J. M. shall for that purpose Direct and Appoint. *And also* if the said J. M. his Heirs and Assigns shall and may in the mean Time, and until such Release and Assignment shall be made as aforesaid, peaceably and quietly hold and enjoy, *All* and singular the said several Manors, Lordships and Premises by him purchased as aforesaid, with their and every of their Rights, Members and Appurtenances clear and freed from the Payment of the said Annuity of 400 *l. per Annum*, and the Arrears thereof, and all Actions, Suits and Distresses for Non-payment thereof. *And* likewise acquitted and freed from the Payment of the said 4000 *l.* and the Interest thereof, and all Entries, Actions and Suits to be brought

for Recovery thereof. *And* also if the said Lord W. and his Heirs do and shall at all Times hereafter, until such Release and Assignment shall be made as aforesaid, well and sufficiently save harmless, and keep indemnified the said J. M. his Heirs and Assigns, and his and their Tenants, of and from all Entries, Actions, Suits, Costs, Expenses and Damages whatsoever, that may be brought against, or happen to him, them, or any of them, for or by reason of the said Annuity of 400 l. per Annum, or for or by reason of the Non-payment of the said 4000 l. or any Interest thereof, or any thing relating thereunto, That then and from thenceforth these Presents, and every thing herein contained, shall cease, determine, and be utterly void: Any thing herein contained to the contrary thereof in any wise notwithstanding. *And* the said Lord W. doth by these Presents for himself, his Heirs and Assigns covenant and grant, to and with the said J. M. his Heirs, Executors, Administrators and Assigns, That he the said J. M. his Executors, Administrators and Assigns shall and may from Time to Time, and at all Times, from and after Default shall be made, in performance of the Proviso or Condition herein contained, for and during the Remainder of the said Term of 1000 Years hereby granted, which shall be then to come, and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy *All* and Singular the said Manors, Lordships, Burroughs, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted, and every Part and Parcel of them, with their and every of their Rights, Members and Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of them the said Lord



Lord W. and the Lady C. his Wife, their Heirs and Assigns, and of all and every other Person and Persons whatsoever, claiming, or to claim by, from or under them, or any of them, or by, from, or under the said, &c. deceased. *And also*, That they the said Lord W. and the said W. H. Sir J. T. Sir G. M. Sir W. H. D. W. and R. L. and every and either of them, their and every and either of their Heirs, Executors and Administrators, and all and every other Person and Persons; any thing having or claiming, in, to or out of any the Manors, Lordships, Burroughs, Lands and Tenements above mentioned, to be hereby granted, or any Part or Parcel thereof, by, from or under them, or any of them, or by, from or under the said, &c. shall and will at any Time or Times, after Default shall be made, in performance of the Proviso or Condition herein contained, at the Request of the said J. M. his Heirs, Executors, Administrators or Assigns make, do, acknowledge, levy, suffer and execute, or cause, or procure to be made, &c. All and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, for the further better, and more perfect, granting, conveying and assuring of *All* and singular the said Manors, Lordships, Burroughs and Premises above mentioned to be hereby granted, and every Part and Parcel thereof, with their and every and either of their Rights, Members and Appurtenances to the said J. M. *To hold* to him his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years hereby granted, which shall be then to come

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and unexpired, subject to the Proviso or Condition herein contained; as by the said J. M. his Heirs, Executors, Administrators or Assigns, or his, or their Counsel learned in the Law shall be reasonably devised or advised and required. *And* each of them the said W. H. Sir J. T. Sir G. W. D. W. and R. L. doth by these Presents, for himself severally and apart, and not jointly, neither one for the other, nor for the Acts of each other, covenant and grant, to and with the said J. M. his Heirs and Assigns, That they the said W. H. &c. have not, nor either of them hath made, done, committed, executed or suffered any Act, Matter or Thing whatsoever, whereby or wherewith the said Manors, Lordships, Burroughs and Premises hereby granted, or any or either of them, or any Part or Parcel of them, or any or either of them, are, is, shall or may be charged or incumbered in Title, Estate, or otherwise howsoever. *And lastly*, It is covenanted, granted, concluded and agreed upon by and between the said Parties to these Presents, and the true Meaning hereof also is; and it is hereby so declared, That until Default shall be made in performance of the Proviso or Condition herein contained, he the said Lord W. his Heirs and Assigns shall and may have, hold, occupy, possess and enjoy all and singular the said Manors, Lordships, Burroughs, Lands, Tenements and Premises hereby granted, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances; and the Rents, Issues and Profits thereof to receive, and take to his and their own proper Use and Benefit; Any thing herein contained to the contrary thereof, in any wise notwithstanding. *In Witness, &c.*

*A Mortgage to secure Lands settled in Jointure,  
from Portions payable thereout to younger Chil-  
dren of the Husband's Father, by virtue of his  
Will, with Recital of his Will and Settlement of  
Lands in Fee, and of Lands held for term of  
Years, &c.*

**T**His Indenture made, &c. Between W. A. of,  
&c. Son and Heir of W. A. the Elder, late  
of, &c. of the one Part, and A. H. of, &c. of  
the other Part. Whereas the said W. A. the Elder  
made his last Will and Testament in Writing,  
bearing Date on or about, &c. And therein and  
thereby gave and bequeathed unto his Son and  
Daughters, T. A. E. A. M. A. and A. A. 200 l.  
a piece of, &c. to be paid unto them at their  
respective Ages of 21 Years or Days of Marriage,  
which should first happen in case they married  
with Consent of their Mother. And if any or  
either of his said Children T. A. &c. should hap-  
pen to die before he, she, or they attained their  
Age of 21 Years, or be married. Then, and in  
such case he gave and bequeathed the Legacy  
of 200 l. of him, her or them so dying unto  
the Survivors and Survivor of them, to be equal-  
ly divided between them; and thereby declared  
his Will and Meaning to be, that his Son the said  
W. A. the Younger should satisfy and pay unto  
his said Children, T. A. &c. the Sum of 8 l. a  
Piece, yearly towards their Maintenance and E-  
ducation until their respective Legacies of 200 l.  
a Piece should become due and payable to them  
respectively, and that his Will further was, that  
the same should be paid unto them out of his  
personal Estate, and also the Rents, Issues and  
Profits of such his real Estate, as would come to  
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his said Son W. A. at his Death, and constituted and appointed his said Son W. A. Executor of his said Will, as thereby may appear. *And whereas* the said W. A. the Younger being seised in Fee-simple, as Son and Heir of the said W. A. the Elder, of and in the Messuages and Premises herein after mentioned, he the said W. A. the Younger, in and by certain Indentures of Lease and Release, bearing Date, &c. in Consideration of a Marriage agreed on and intended to be had and solemnised between him the said W. A. the Younger, and A. W. Spinster, Daughter of the said A. H. by T. W. her former Husband deceased, and of 300 l. Portion, and for other Considerations, *Had* granted and conveyed to the said A. H. &c. their Heirs and Assigns, *All* that Messuage, &c. *To be had and holden* unto the said A. H. &c. and their Heirs and Assigns; to the Uses following, (that is to say) to the Use of the said W. A. the Younger, and his Heirs, until the said intended Marriage should be solemnized: And after the Solemnization thereof, *Then* to the Use of the said W. A. the Younger, and his Assigns, for and during the Term of 99 Years, if he should so long live, and after the Determination of that Estate, *Then* to the Use of the said A. H. &c. and their Heirs and Assigns, during the natural Life of the said W. A. the Younger, for the Preservation and Support of the Contingent Remainders therein after limited; and after the Decease of the said W. A. the Younger, *Then* to the Use of the said A. W. and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction and Recompence of her Dower, The Remainder to the Heirs of the Body of the said A. W. by the said W. A. the Younger, law-  
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fully to be begotten; the Remainder to the said A. W. her Heirs and Assigns for ever, as in and by the said recited Indenture, of Lease and Release will more fully appear. *And whereas* the said W. A. the Younger, being by vertue of the said last Will and Testament of the said W. A. the Elder, lawfully possessed and interess'd for the Remainder of a Term of 99 Years, determinable on the Deaths of, &c. of and in *All* that, &c. He the said W. A. the Younger, in and by one other Indenture bearing Date, &c. in Consideration of the said intended Marriage and Marriage Portion; and for the Encrease and Augmentation of the Jointure of the said A. W. and for other Considerations, *Had* assigned the said Premises last mentioned, with the Appurtenances, and all his Estate, Term and Interest therein, unto the said A. H. &c. upon Trust, that they and the Survivor of them, and the Executors and Administrators of the same Survivor should and would permit, and suffer the said last mentioned Premises, with the Appurtenances, to be held and enjoyed, and the Rents and Profits thereof to be received and taken by the Person or Persons in manner following: (That is to say) By the said W. A. the Younger, his Executors and Administrators until the said intended Marriage should be solemnised, and after the Solemnization thereof, *Then* by the said W. A. the Younger and his Assigns, during so many Years of the said Term as he should Live, and after his Decease, *Then* by the said A. W. and her Assigns, during so many Years of the said Term as she should Live, and after her Decease, *Then* by such of their Children as they or the Survivor of them should Appoint, and in Default of such Appointment; *Then* by all and every their

their Child and Children equally amongst them, and for Default of such Child or Children, *Then* by the Executors and Administrators of the Survivor of them, the said W. A. the Younger, and A. W. as by the said last recited Indenture will more fully appear. *Now this Indenture witnesseth*, That the said W. A. the Younger, as well for the better securing the Payment to the said T. A. &c. of the said several Legacies and Portions of 200 *l.* a Piece, and yearly Maintenance of 8 *l.* a Piece to them, given and bequeathed, in and by the said last Will and Testament of the said W. A. the elder, their late Father deceased: As for the protecting, indemnifying, and saving harmless, of all and singular the said Premises above recited, with the Appurtenances, of, from and against the same Legacies, Portions, Maintenances, and every of them, and in Consideration also of 5 *s.* of, &c. to the said W. A. the Younger in Hand paid by the said A. H. the Receipt whereof the said W. A. the Younger doth hereby confess and acknowledge, the said W. A. the younger *Has* granted, bargained and sold, and by these Presents doth grant, &c. unto the said A. H. all that, &c. *To have and to hold* all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted, and every Part and Parcel thereof, with the Appurtenances unto the said A. H. &c. their Executors, Administrators and Assigns, for and during the Term of 1000 Years next and immediately ensuing and following, and fully to be compleat and ended; *Yielding* and paying therefore yearly, during the said Term one Pepper Corn in and upon the Feast of St. Michael the Archangel, (only if it be demanded) *Provided* always, and upon Condition nevertheless,



that if the said W. A. the Younger, his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said T. A. &c. the several Legacies and Portions of, &c. a Piece, and yearly Maintenance a Piece above mentioned, to be by them given, and bequeathed in and by the said recited last Will and Testament of the said W. A. their Elder, the late Father deceased, when and as the same shall become due and payable, according to the true Intent and Meaning of the same Will. *And* also do and shall from Time to Time, and at all Times hereafter well and sufficiently protect, indemnify and save harmless not only all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, to be granted, conveyed and assigned, in and by the said several recited Indentures, and every Part and Parcel thereof, with the Appurtenances, but also all and every the Person and Persons, who by the Purport and true Meaning of the same Indenture, or any or either of them ought to hold and enjoy the same Premises or any Part thereof, and his and their Trustees and Tenants thereof, of, from and against the said Legacies, Portions and Maintenances, and every of them, and, of, from and against all Actions and Suits, both at Law and in Equity, which shall or may be brought, commenced or prosecuted, for, touching and concerning the said Legacies, Portions and Maintenances, or any of them, or any Part thereof, or by Reason or Means of the Non-payment thereof, or any Part thereof, That then, and from thenceforth these Presents, and every Thing herein contained shall cease, determine, and be void to all Intents and Purposes whatsoever; any Thing herein contained

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ed to the contrary thereof, in any wise notwithstanding. *And* the said W. A. the Younger, for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said A. H. &c. their Executors, Administrators and Assigns, That he the said W. A. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said T. A. &c. the said several Legacies and Portions of 200 l. a Piece, and yearly Maintenance of 8 l. a Piece, above mentioned, to be to them given and bequeathed in and by the said recited last Will and Testament of the said W. A. the Elder, their late Father deceased, when and as the same shall become due and payable, according to the true Intent and Meaning of the same Will. *And* also shall and will from Time to Time, and at all Times hereafter, well and sufficiently protect, indemnifie and save harmless all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be granted, conveyed and assigned in and by the said several recited Indentures, and every Part and Parcel thereof, with the Appurtenances: *And* also all and every the Person and Persons, who by the Purport and true Meaning of the same Indentures, or either of them, ought to hold and enjoy the same Premises, or any Part or Parcel thereof, and his and their Trustees and Tenants thereof, from and against the said Legacies, Portions and Maintenances, and every of them, and of, from and against all Actions and Suits, both at Law and in Equity, which shall or may be brought, commenced or prosecuted for, touching and concerning the said Legacies, Portions and Maintenances, or any of them, or any Part thereof, or by Reason or Means of the Non-

payment thereof, or any Part thereof. *And also,* That he the said W. A. the Younger now hath good Right, full Power, and lawful Authority in his own Right, to grant, bargain and sell all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, to be hereby granted, bargained and sold, and every Part and Parcel thereof, with the Appurtenances unto the said A. H. &c. their Executors, Administrators and Assigns, for and during the said Term of 1000 Years, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. *And that the said A. H. &c.* their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the Rest and Residue of the said Term of 1000 Years, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises above mentioned to be hereby granted; and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said W. A. the Younger, his Heirs and Assigns, and of all and every other Person and Persons whatsoever (Here add a common Covenant for future Assurance to A. H. &c. and a Covenant for the said W. A. the Younger to enjoy the Premises, until Default in Performance of the Proviso. *In Witness, &c.*

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## Defeasances.

*A Defeasance upon a Judgment obtained, as a collateral Security for Money due on Bond.*

**T***His Indenture made, &c. Between T. K. of, &c. of the one Part; and F. T. of, &c. of the other Part. Whereas the said F. T. in and by one Obligation or Writing Obligatory, bearing Date, &c. doth stand bound to the said T. K. in the Sum of, &c. conditioned for the Payment of the Sum of, &c. on, &c. as by the said recited Obligation, and the Condition thereof, more at large appeareth. And whereas the said T. K. as a further Security for Payment of the said Sum of, &c. according to the Intent and Meaning of the said recited Obligation in Easter Term last past, in Her Majesty's Court of Queen's-Bench at Westminster, hath obtained and recovered against the said F. T. one Judgment of, &c. besides Costs of Suit, as by the Records of the said Court appeareth. Now this Indenture witnesseth, That it is agreed by and between the said Parties to these Presents; and the said T. K. doth for himself, his Executors and Administrators, covenant, grant and agree, to and with the said F. T. his Executors and Administrators, by these Presents, That if the said F. T. his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said T. K. his Executors, Administrators or Assigns, the aforesaid Sum of, &c. at the Days and Times above mentioned, in Discharge of the said recited Obligation: That then he the said T. K. his Executors or Administrators, shall*

and will upon Request, after such Payment made, and at the Costs and Charges of the said F. T. his Executors or Administrators, in due Form acknowledge Satisfaction upon Record of and for the said Judgment: And that he the said T. K. his Executors or Administrators, shall not before Default of Payment shall be made of the said Sum of, &c. at the Days and Times above mentioned, sue or take forth any Writ or Process of Execution against the said F. T. his Heirs, Executors or Administrators, or his or their Lands, Tenements, Goods or Chattels, or any of them, by or upon the said Judgment. *In Witness, &c.*

*A Defeasance of a Judgment obtained, as a Security against a Bond entered into with another for his Debt.*

**T***His Indenture made, &c. Between E. W. of, &c. of the one Part; and W. L. of, &c. of the other Part. Whereas the said W. L. and E. W. in and by one Obligation or Writing Obligatory, do stand jointly and severally bound to E. F. Gent', in a large penal Sum, conditioned for the Payment of the Sum of 500 l. of, &c. with usual Interest, at a Day now past; and the said W. L. and E. W. in and by one other Obligation or Writing Obligatory, bearing Date, &c. do stand jointly and severally bound to, &c. All which Monies are the proper Debts of the said W. L. And the said E. W. at the Instance and Request of the said W. L. and for his said Debt, became and standeth bound as aforesaid. And whereas in Trinity Term last past, in Her Majesty's Court at Westminster called the Queen's-Bench, the said E. W. hath obtained and recovered against the*

the said W. L. one Judgment of, &c. besides Costs of Suit; as by the Records of the said Court appeareth. *Now this Indenture witnesseth,* That it is agreed by and between the said Parties to these Presents; and the said E. W. doth by these Presents, for himself, his Executors and Administrators, Covenant and grant to and with the said W. L. his Executors and Administrators, That if the said W. L. his Heirs, Executors, Administrators or Assigns, and every of them, do and shall at all Times hereafter well and sufficiently save, keep harmless and indemnified the said E. W. his Heirs, Executors, Administrators and Assigns, and every of them, of and from the said several Bonds and Obligations, and every of them, and of and from all Actions, Suits, Charges and Damages whatsoever that may happen to the said E. W. his Heirs, Executors, Administrators or Assigns, or any of them, for or by reason of the said Bonds, or any of them: That then the said E. W. his Executors or Administrators, shall give a sufficient Warrant for the acknowledging Satisfaction upon Record upon the said Judgment, and until the said E. W. his Heirs, Executors or Administrators, shall be molested, troubled or damaged by the Occasion aforesaid, shall not sue forth or prosecute any manner of Execution upon the said Judgment against the said W. L. his Executors or Administrators, nor against his or their Lands or Tenements, Goods or Chattels: But if the said W. L. his Heirs, Executors or Administrators, do not at all Times hereafter well and sufficiently save harmless the said E. W. his Heirs, Executors and Administrators, of and from the Bonds aforesaid, and all Charges, Expences and Damages whatsoever that may happen to the said E. W. his Heirs, Executors or Ad.



Administrators, by reason of them, and every or any of them; that then the said E. W. his Executors, Administrators or Assigns, shall or may take his or their due Course in Law upon the Judgment aforesaid. *In Witness, &c.*

*A Defeasance of a Warrant of Attorney to confess a Judgment.*

**T**His Indenture made, &c. Between N. C. of, &c. of the one Part; and J. G. of, &c. of the other Part. Whereas the said J. G. in and by a certain Writing or Warrant of Attorney under his Hand and Seal, bearing even Date with these Presents, Hath desired and authorized Mr. S. B. Mr. T. C. and Mr. W. S. Attornies or Clerks of Her Majesty's Court of *Queen's Bench* at *Westminster*, or any or either of them, or any other Attorney of the same Court, to confess or suffer a Judgment to be entred against the said J. G. in the said Court in *Easter Term* next coming, or in any other subsequent Term, at the Suit of the said N. C. for 100 *l.* Debt, besides Damages and Costs of Suit, by *Nil dicit, non sum informatus*, or otherwise; as by the said recited Writing or Warrant of Attorney more at large appeareth. Now this Indenture witnesseth, That the said N. C. is contented and pleased, and doth for himself, his Executors and Administrators, covenant, grant and agree, to and with the said J. G. his Executors and Administrators, by these Presents, That if the said J. G. his Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said N. C. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next ensuing the Date of these Presents; That then in such

such Case, he the said N. C. his Executors or Administrators, shall and will immediately afterwards upon Request deliver up, or cause to be delivered up to the said J. G. his Executors, Administrators or Assigns, the said recited Writing or Warrant of Attorney: And that until Failure or Default of Payment shall be made of the said Sum of, &c. contrary to the Tenour or true Meaning of these Presents, he the said N. C. shall not nor will cause, procure, or suffer the said Judgment to be entred up of Record, or any Proceedings to be had upon or by Vertue of the said recited Writing or Warrant of Attorney. In Witness, &c.

*A Defeasance of a Statute Staple.*

**T**His Indenture made, &c. Between F. L. of, &c. of the one Part; and J. L. of, &c. of the other Part. Whereas the said J. L. by one Writing or Recognizance in the Nature of a Statute Staple, bearing Date the Day of the Date hereof, taken and acknowledged before, &c. Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, became bound to the said F. L. in the Sum of 1000 L. payable as by the said Statute is expressed; as in and by the said Statute, Relation being thereunto had, may more at large appear. Now this Indenture witnesseth, That it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents; and the said F. L. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said J. L. his Executors, Administrators and Assigns, That if the said J. L. his Heirs, Executors, Administrators and Assigns, or any of them,

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Do and shall, during the Space of two Years next coming, well and truly content, satisfy and pay, or cause to be paid, unto the said *F. L.* his Executors, Administrators or Assigns, the Sum of, &c. in and upon, &c. And also if the said *J. L.* his Executors, Administrators or Assigns, or any of them, Do and shall well and truly content, satisfy and pay, or cause to be paid, to the said *F. L.* his Executors, Administrators or Assigns, or some of them, the full Sum of, &c. in and upon, &c. Then the said *F. L.* his Executors, Administrators or Assigns, shall and will deliver up the said Statute to the said *J. L.* his Heirs, Executors, Administrators or Assigns, to be cancelled, made void, and vacated. *In witness, &c.*

*A Defeasance of a Statute Staple on Payment of Money, according to an Indenture of Mortgage.*

**T**His Indenture made, &c. Between *T. A.* of, &c. Esq; of the one Part; and the Right Honourable *W. Lord M. Baron of, &c.* of the other Part. Whereas the said *W. Lord M.* by one Recognizance or Writing Obligatory, in Nature of a Statute Staple, bearing Date, &c. now last past, taken and acknowledged before *Sir T. T. Knt.* Lord Chief Justice of Her Majesty's Court of *Common-Pleas at Westminster*, is and standeth bound unto the said *T. A.* in the Sum of 3000 *l.* of, &c. payable as by the said Recognizance or Statute Staple may appear. Now this Indenture witnesseth, That it is agreed by and between the said Parties to these Presents; and the said *T. A.* doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns,



signs, covenant, promise, grant and agree to and with the said W. Lord M. his Heirs, Executors, Administrators and Assigns, That if the said W. Lord M. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said T. A. his Executors, Administrators or Assigns, the full Sum of 1522 l. 10 s. of, &c. which in and by one Indenture bearing even Date with these Presents, and mentioned to be made between the said W. Lord M. and, &c. of the one Part, and the said T. A. of the other Part, is covenanted and agreed to be paid unto the said T. A. his Executors, Administrators or Assigns, at such Days and Place, and in such Sort, Manner and Form, as the said, &c. is in and by the said Indenture covenanted and agreed to be paid, according to the true Intent and Meaning of the said Indenture; That then the said recited Recognizance or Writing Obligatory shall be void, and of none Effect, to all Intents and Purposes. *In Witness, &c.*

*A Defeasance of a Statute Merchant, in Nature of a Condition, for Performance of Covenants.*

**T**His Indenture made, &c. Between W. A. of, &c. of the one Part; and R. S. of, &c. of the other Part. Whereas the said R. S. by one Recognizance or Writing Obligatory in Nature of a Statute Merchant, bearing Date, &c. taken and acknowledged at, &c. before A. T. Esq; Mayor of the same Town, and before R. M. Esq; assigned Clerk for the taking of Recognizances for Debts within the said Town and Borough of, &c. according to the Form of Statutes Merchant standeth bound unto the said W. A. in, &c. payable as by the said Recognizance or Writing Obligatory.

Obligatory may appear. Now this Indenture witnesseth, That the said *W. A.* is contented and pleased; and doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree, to and with the said *R. S.* his Executors, Administrators and Assigns, That if the said *R. S.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall for his and their Parts well and truly pay, observe, perform, fulfill and keep, All and singular the Payments, Covenants, Grants, Articles, Clauses, Conditions and Agreements contained in one Pair of Indentures, bearing Date, &c. made between the said *R. S.* of the one Part, and the said *W. A.* of the other Part, which on the Part and Behalf of the said *R. S.* his Heirs, Executors or Administrators, are or ought to be observed, performed, fulfilled and kept, according to the true Intent and Meaning of the said recited Indentures; that then the said recited Recognizance or Statute Merchant shall be utterly void and of none Effect, or else shall stand and abide in full Force and Vertue. In Witness, &c.

*A Defeazance of a Conveyance, and of a Statute Merchant on Payment of a Sum of Money; with a Clause, That if the Money be not paid, the Conveyance and Statute to be absolute.*

THIS Indenture made, &c. Between *R. W.* of, &c. of the one Part; and *J. L.* of, &c. of the other Part. Whereas the said *J. L.* in and by one Statute Merchant bearing Date, &c. and acknowledged before, &c. Mayor of the City of, &c. and Keeper of the greater Part of the Seal of the Statutes Merchant within the

saide City, and, &c. Clerk there, and Keeper of the lesser Part of the Seal of the Statutes Merchant there appointed, is become bound unto the said R. W. in the Sum of, &c. payable on, &c. as in and by the said Statute Merchant more fully may appear. *And whereas* the said J. L. and E. his Wife, by their Indenture of Release or Conveyance, bearing Date, &c. for the Considerations therein mentioned, *Did* grant, bargain, sell, alien, release, enfeoff and confirm unto the said R. W. his Heirs and Assigns, *All* that Messuage, &c. *To hold* to the said R. W. his Heirs and Assigns, *To* the only proper Use and Behoof of him the said R. W. his Heirs and Assigns for ever; as in and by the said recited Indenture (Relation being thereunto had) may more at large appear. *Now this Indenture witnesseth*, That it is covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, That if the said J. L. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall pay or cause to be paid unto the said R. W. his Executors, Administrators or Assigns, the Sum of, &c. in and upon, &c. That then as well the said Statute Merchant, as also the said recited Indenture of Release or Conveyance, shall be void and of none Effect, as to the said R. W. his Heirs, Executors, Administrators and Assigns; and that then and from thenceforth the said R. W. and his Heirs shall stand and be seized of the said granted Premises, with the Appurtenances, *To* the Use of the said J. L. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *And* that in the mean time, until Default shall happen to be made in Payment of the said Sum of, &c. in Manner aforesaid, It shall and may be



be lawful to and for the said J. L. his Heirs and Assigns, to receive and take to his and their own Use and Uses, the Rents, Issues and Profits of the said Premises above mentioned to be granted to the said R. W. But if Default shall be made of or in Payment of the said Sum of, &c. at the Days and Times above mentioned; then as well the said Statute Merchant, as also the said recited Indenture of Release or Conveyance, and all the Estate thereby granted to the said R. W. his Heirs and Assigns, shall stand, remain and continue, to the only Use and Behoof of him the said R. W. his Heirs and Assigns for ever, in full Force and Effect, absolute, without any Proviso, Condition, or Power of Redemption whatsoever. *In Witness, &c.*

*A Defeasance on a Bond given, for Payment of the Fine or Consideration-Money mentioned in a Lease for a Term of Years, making the Lease void, and giving the Lessor Power to re-enter on Non-payment, &c.*

**T**HIS Indenture made, &c. Between N. F. of, &c. of the one Part; and N. H. of, &c. of the other Part. Whereas by Indenture of Lease bearing even Date with these Presents, and made or mentioned to be made between the said H. N. of the one Part, and the said N. F. of the other Part: He the said H. N. for the Considerations therein mentioned, Did demise, grant, and to Farm let unto the said N. F. All that Capital Messuage, &c. To have and to hold the said Farm, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the said Indenture demised, or intended to be demised, and every Part and Parcel thereof, with the Appurtenances,

tenances, unto the said N. F. his Executors, Administrators and Assigns, from the Date of the said Indenture, for and during and unto the full End and Term of 21 Years, if the said H. N. should so long live, as in and by the said recited Indenture more at large appeareth, *And whereas* the said N. F. stands bound unto the said H. N. in and by one Obligation bearing even Date with these Presents, in the penal Sum of, &c. conditioned for the Payment of, &c. unto the said H. N. his Executors, Administrators or Assigns, on, &c. next ensuing the Date of the said Obligation, as by the said Obligation and Condition thereof may appear. *And whereas* the said Sum of, &c. so conditioned to be paid, was for the Consideration Money mentioned in the above recited Lease from the said H. N. to the said N. F. *Now this Indenture witnesseth*, and it is hereby covenanted, concluded and agreed upon, by and between the said Parties to these Presents, That in case the said N. F. his Executors, Administrators or Assigns, shall not well and truly pay or cause to be paid unto the said H. N. his Executors or Administrators, the said Sum of, &c. on the said, &c. next ensuing, according to the Condition of the said recited Obligation; That then the said Lease so made from the said H. N. to the said N. F. of the said Premises above recited, shall be void. And that then, and at all Times from thenceforth, It shall and may be lawful to and for the said H. N. his Heirs or Assigns, and every of them, into all and singular the said Premises, and every Part and Parcel thereof, to re-enter, and the same to have again, repossess and enjoy, as in his or their former Estate, and the said N. F. his Executors and Administrators, from thence to expel and put out; any Thing in

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the said recited Indenture, or in these Presents, contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Defeasance of several Grants of Lands for Terms of Years, on Payment of Money yearly, &c.*

**T***His Indenture made, &c. Between A. B. of, &c. of the one Part; and C. D. of, &c. of the other Part. Whereas by Indenture bearing Date, &c. and made between the said C. D. of the one Part, and the said A. B. of the other Part: The said C. D. for the Considerations therein mentioned, Did demise, grant, and to Farm let unto the said A. B. his Executors and Administrators, All that Messuage, &c. for and during the Term of, &c. under a Pepper-Corn Rent yearly. And also by one other Indenture of the same Date, and made between the same Parties; for and in Consideration of, &c. Did demise, grant, and to Farm let unto the said A. B. his Executors and Administrators, All that, &c. for and during the Term of, &c. At and under the like yearly Rent of, &c. as in and by the said several recited Indentures more at large may appear. Now this Indenture witnesseth, That the true Intent and Meaning of the said recited Indentures, and of these Presents, and of the Parties to the same, was and is, and is hereby declared to be; and the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. D. his Heirs and Assigns, by these Presents, That if the said C. D. his Heirs, Executors and Administrators, or any of them, shall well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, the yearly Sum of,*



of, &c. yearly and every Year, for and during the Term of, &c. Years, to be accounted from, &c. last past before the Date hereof, the same to be paid at and upon the Feasts of, &c. by even and equal Portions; the first Payment thereof to begin and be made on, &c. next ensuing the Date of these Presents; and the last Payment to be made on, &c. which shall be in the Year of our Lord, &c. without any Deduction or Abatement out of the said yearly Payments, or any of them, for any Taxes, Charges, Assessments, or other Cause or Thing whatsoever: That then and from thenceforth the said A. B. his Executors or Administrators, and all and every other Person and Persons claiming the Premises in and by the said several recited Indentures mentioned to be demised, or any Part or Parcel thereof, by, from or under him, shall and will at the Request, Costs and Charges of the said C. D. his Heirs or Assigns, assign, transfer and set over the said Premises, together with the same Indentures, unto the said C. D. his Heirs or Assigns, or to such Person or Persons as he shall direct and appoint, discharged of all Incumbrances by him, them, or any of them, done or suffered: And that in the mean time, from and after Payment and Discharge of the said yearly Sum of, &c. in Manner as aforesaid, and all Arrears of the same, and until such Assignment so to be made as aforesaid; he the said A. B. his Executors and Administrators, and all Person and Persons standing and being possessed of the said Premises, from, by or under him, shall stand and be possessed thereof, and of every Part and Parcel thereof, *In Trust* to and for the only Use, Benefit and Behoof of the said C. D. his Heirs and Assigns, and to and for no other

other Use, Intent or Purpose whatsoever. And the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors and Administrators, by these Presents, That he the said C. D. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said A. B. his Executors and Administrators, for and during the said Term of, &c. before mentioned, the said yearly Rent or Sum of, &c. and every Part thereof, at the Days and Times, and in such Proportion as is above expressed for Payment of the same, without making any Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents. And lastly, It is hereby declared and agreed by and between the said Parties to these Presents, That the said C. D. his Heirs and Assigns, shall and may hold and enjoy the said Premises in and by the said several recited Indentures mentioned to be granted, and receive the Rents and Profits of the same, until Breach of the Proviso or Covenant above mentioned, without the Let, Trouble, Hindrance or Interruption of or by the said A. B. his Executors or Administrators, and without any Account to be given him or them for the same. In Witness, &c.

*A Defeasance of a Grant in Fee on Payment of a Sum of Money, with Power to make Leases until Default in Payment, &c.*

**T**His Indenture made, &c. Between A. B. of, &c. of the one Part; and E. F. of, &c. of the other Part. Whereas by Indentures of Lease and Release, bearing Date, &c. [Here re-

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*cite a Conveyance from E. F. to A. B. ]* As in and by the said recited Indenture may more fully and at large appear. *Now this Indenture witnesseth,* That the true Intent and Meaning of the said Indenture, and of these Presents, and of the Parties to the same, was and is hereby declared to be, That if he the said E. F. his Heirs, Executors or Administrators, shall well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the full Sum of, &c. in and upon, &c. without any Defalcation or Abatement out of the same for Taxes, Charges, Assessments, or any other Matter, Cause or Thing whatsoever; That then and from thenceforth the said A. B. his Heirs and Assigns, shall and will at the Request, Costs and Charges of the said E. F. his Heirs or Assigns, reconvey or otherwise transfer all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. F. and his Heirs, or to such other Person or Persons as he the said E. F. shall appoint, discharged of and from all Incumbrances by him or them done or suffered: And that in the mean time from and after full Payment and Discharge of the said Sum of, &c. as aforesaid, and until such Reconveyance be made to the said E. F. the said A. B. and his Heirs; and all Persons standing and being seized of the Premises, by, from or under him or them, shall be seized thereof, and of every Part and Parcel thereof, *In Trust* to and for the sole Use, Benefit and Behoof of the said E. F. his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. *And* the said E. F. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said A. B. his Heirs and Assigns, by these Presents,



That he the said E. F. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs or Assigns, the said Sum of, &c. at the Day and Time above mentioned, for the Payment thereof, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And it is hereby declared, concluded and agreed by and between the said Parties to these Presents, That it shall and may be lawful to and for the said E. F. and his Heirs, from Time to Time, and at all Times hereafter, until Default shall be made of or in Payment of the said Sum of, &c. at the Day and Place before limited and appointed for Payment of the same, to make any Lease, Demise or Grant, of all or any the said Messuages, Lands, Hereditaments and Premises, in the said recited Indenture mentioned and contained for any Term or Number of Years whatsoever, so as such Demise, Lease or Grant so to be made, be made *bona fide*, and there be reserved upon the same, the best and most improved yearly Rent that such Messuages and Tenements so to be leased can truly, and *bona fide*, be let for, and so as such yearly Rents so to be reserved, be payable and be paid unto the Person and Persons that shall be seized of the Reversion of the said Premises so leased, immediately expectant upon the same Leases so to be made. And lastly, It is declared, concluded and agreed, by and between the said Parties to these Presents, That until Default shall be made in Payment of the said Sum of, &c. at the Days and Times above mentioned for Payment of the same, It shall and may be lawful to and for the said E. F. and his Heirs, To have, hold and enjoy the said Premises in and by the said recited Indenture grant-

granted, and every Part and Parcel thereof, with the Appurtenances, and to receive and take the Rents, Issues and Profits thereof, without the Let, Trouble, Hindrance, Denial or Interruption of the said A. B. his Heirs or Assigns. *In Witness, &c.*

*A Defeasance of a Demise for 500 Years.*

**T**His Indenture made, &c. Between J. O. of, &c. of the one Part; and B. J. of, &c. of the other Part. Whereas by Indenture bearing Date, &c. made between the said B. J. of the one Part, and the said J. O. of the other Part: He the said B. J. for the Considerations therein mentioned, Did demise, grant, bargain and sell, unto the said J. O. All that Messuage, &c. To hold unto the said J. O. his Executors, Administrators and Assigns. from the Date of the said Indenture, for the Term of 500 Years thence next ensuing, At and under the yearly Rent of one Pepper-Corn, if demanded; as in and by the said recited Indenture may more fully appear. Now this Indenture witnesseth, That the said J. O. doth hereby, for himself, his Executors and Administrators, covenant, grant and agree to and with the said B. J. his Heirs and Assigns, That if the said B. J. his Heirs or Assigns, do and shall well and truly pay or cause to be paid unto the said J. O. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then, and at any Time thenceafter, he the said J. O. his Executors, Administrators and Assigns, shall and will at the Request,

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quest, Costs and Charges of the said B. J. his Heirs or Assigns, surrender or assign, or otherwise transfer, *All* and singular the said Premises, with the Appurtenances, and all his Estate, Term and Interest therein, unto the said B. J. his Heirs and Assigns, or to whom he or they shall direct and appoint, so as the Person or Persons who is or are to make such Assignment, or other Assurance, be not compelled or compellable to travel or go from the Place or Places of his or their respective Habitation, or to enter into any further or more general Covenants than against him and themselves respectively, and his and their respective Acts; any Thing in the said recited Indenture, or in these Presents contained, to the contrary notwithstanding. *And* the said B. J. for himself, his Heirs and Assigns, doth covenant and grant to and with the said J. O. his Executors, Administrators and Assigns, That he the said B. J. his Heirs or Assigns, shall and will well and truly pay or cause to be paid unto the said J. O. his Executors, Administrators or Assigns, the said full Sum of, *£* *s* *d* in and upon, *£* *s* *d* next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. *And* it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That until Default shall be made in Payment of the said Sum of, *£* *s* *d* he the said B. J. his Heirs and Assigns, shall and may have, hold and enjoy, *All* and singular the said Premises above mentioned, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing in the said recited Indenture, or herein contained to the contrary notwithstanding. *In Witness, &c.*



*A Defeasance of a Release or Conveyance in Fee.*

**T**His Indenture made, &c. Between C. W. of, &c. of the one Part, and H. W. of, &c. of the other Part. Whereas in and by certain Indentures of Lease and Release, bearing Date the, &c. Days of, &c. which was in the Year of our Lord, &c. made between the said H. W. of the one Part, and the said C. W. of the other Part. The said H. W. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. W. Did grant, bargain, sell, alien, release and confirm unto the said C. W. and to his Heirs and Assigns for ever; All that Messuage, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof, with the Appurtenances. To hold unto the said C. W. his Heirs and Assigns, to the only proper Use and Behoof of the said C. W. his Heirs and Assigns for ever, as in and by the said recited Indenture may more fully and at large appear. Now this Indenture witnesseth, That the said C. W. doth hereby for himself, his Heirs, Executors and Administrators, covenant, grant and agree, to and with the said H. W. his Heirs and Assigns, That if the said H. W. his Heirs or Assigns do and shall well and truly pay or cause to be paid unto the said C. W. his Executors, Administrators or Assigns the full Sum of, &c. in and upon, &c. next coming. And also the further full Sum of, &c. in and upon, &c. which will be in the Year of our Lord, &c. without any Deduction or Abatement, for Taxes, Assessments, or any other Impositions whatsoever, either Ordinary or Extraordinary, That then, and at

at any Time thenceafter he the said C. W. his Heirs, Executors and Administrators shall and will at the Request, Costs and Charges of the said H. W. his Heirs or Assigns Reconvey, or otherwise transfer and assure all and singular the said Premises above mentioned, with the Appurtenances unto the said H. W. his Heirs or Assigns, or to whom he or they shall Appoint; so as the Person or Persons, who is or are to make such Reconveyance, or other Assurance, by force of these Presents, be not compelled or compellable for the doing thereof, to Travel or go from the Place or Places of his or their respective Habitation or Abroad, at the Time of such Request to be made; nor to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts; any Thing in the said recited Indenture of Release, or in these Presents contained to the contrary notwithstanding. *And* the said H. W. for himself, his Heirs and Assigns doth covenant and grant, to and with the said C. W. his Executors, Administrators and Assigns, that he the said H. W. his Heirs or Assigns shall and will well and truly pay or cause to be paid unto the said C. W. his Executors, Administrators or Assigns, the said full Sum of, *&c.* in and upon the said, *&c.* next coming, *And* also the further Sum of, *&c.* in and upon the said, *&c.* which will be in the said Year of our Lord, *&c.* without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents. *And lastly,* It is covenanted and agreed upon, by and between the said Parties to these Presents; and the true Meaning hereof also is; and it is hereby so declared, That the said H. W. his Heirs and Assigns shall and may at all Times, until Default shall be

be made in Payment of the said Sum of, &c. at the Days and Times above limited, peaceably and quietly have, hold and enjoy, all and singular the said Premises above mentioned, and receive and take the Rents and Profits thereof to, his and their own proper Use and Benefit; any Thing in the said recited Indenture, or in these Presents contained to the contrary notwithstanding. *In Witness, &c.*

*A special Defeasance of an absolute Assignment of a Mortgage for 1000 Years, making the same only a Security for a certain Sum, &c.*

**T**His Indenture made, &c. Between T. B. of, &c. of the one Part, and B. C. of, &c. of the other Part; Whereas in and by one Indenture bearing Date, &c. (Here recite a Mortgage from one R. C. to W. F.) And whereas in and by one other Indenture, bearing Date, &c. made between the said R. C. of the first Part, the said W. F. of the second Part; and the said T. B. of the third Part, reciting therein the above recited Indenture: And reciting also that the said principal Sum of, &c. and the Interest thereof was not paid according to the true Intent and Meaning of the Proviso therein contained: But the said, &c. and great part of the Interest thereof remained then unpaid, And that upon an Account then made up between the said R. C. and the said W. F. there remained due to the said W. F. upon the said recited Security, the full Sum of, &c. He the said R. C. did demise and release unto the said W. F. his Executors, Administrators and Assigns, the Proviso or Condition in the said Indenture contained, and all Benefit and Equity of Redemption of the said Premises by virtue or colour



colour thereof, or otherwise howsoever; And also all Covenants, Clauses and Agreements in the same Indenture contained, which on the part and behalf of the said W. F. were or ought to be observed and performed: And the said W. F. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. B. by and with the Consent and Agreement of the said R. C. testified by his being a Party to, and signing and sealing thereof, Did at the Request and by and with the like Consent and Agreement of the said R. C. testified as aforesaid, Assign the said Premises, and all his Estate, Term and Interest therein unto the said T. B. And the said R. C. for the Considerations aforesaid, and of &c. to him in Hand paid by the said T. B. did in and by the same Indenture release, ratify and confirm the said Premises, unto the said T. B. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said last mentioned Term of 1000 Years, which was then to come and unexpired, as in and by the said Indenture may more fully and at large appear. And whereas the said two several Assignments above mentioned, to be made to the said T. B. by the said W. F. were intended only as a Security for the Repayment of the said, &c. being the Consideration Money therein mentioned. And whereas the said R. C. hath by Indentures of Lease and Release, bearing Date, &c. granted and conveyed the Reversion, Inheritance and Fee-simple of the said Premises to the said B. C. and his Heirs, as thereby may appear. And whereas the said T. B. hath since lent to, and paid for the said B. C. several other Sums of Money; so that upon an Account, this Day made up between the said B. C. and T. B. there remains due and owing

to the said T. B. the Sum of *&c.* Now this Indenture witnesseth, That the said T. B. doth hereby for himself, his Executors and Administrators, covenant, grant and agree, to and with the said B. B. his Heirs and Assigns, That if the said B. C. his Heirs or Assigns do, and shall well and truly pay or cause to be paid unto the said T. B. his Executors, Administrators or Assigns, the full Sum of, in and upon, *&c.* next coming, And also the further full Sum of, *&c.* in and upon, *&c.* which will be in the Year of our Lord, *&c.* without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either Ordinary or Extraordinary, That then and at any Time thenceafter he the said T. B. his Executors, Administrators and Assigns, shall and will at the Request, Costs and Charges of the said B. C. his Heirs or Assigns, Surrender, Assign, or otherwise Transfer all and singular the said Premises, with the Appurtenances, unto the said B. C. his Heirs and Assigns, or to whom he or they shall Appoint; so as the Person or Persons, who is or are to make such Assignment, or such Assurance be not compelled or compellable for the doing thereof, to Travel or go from the Place or Places of their Abode, or to enter into any further or more general Covenants, than against him and themselves respectively, and his and their respective Acts, any thing herein contained to the contrary notwithstanding. And the said B. C. for himself, his Heirs and Assigns, doth Covenant and Grant, to and with the said T. B. his Executors, Administrators and Assigns, That he the said B. C. his Heirs or Assigns shall, and will well truly pay or cause to be paid unto the said T. B. his Executors, Administrators or Assigns, the said full Sum of,

of, &c. in and upon, &c. next coming. And also the said further full Sum of, &c. in and upon, &c. which will be in the said Year of our Lord, &c. without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents. And Also, That he the said T. B. his Executors, Administrators and Assigns, shall and may from Time to Time; and at all Times after Default shall be made in Performance of the Proviso or Condition aforesaid, for and during all the Rest and Residue of the said Term of 1000 Years above recited, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold and enjoy, all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said B. C. his Heirs and Assigns, and of all and every other Person or Persons whatsoever. And further, That he the said B. C. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentiond, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the said Proviso or Condition aforesaid, at the Request of the said T. B. his Executors, Administrators or Assigns, make, do, acknowledge, levy, suffer and execute, or cause, or procure, to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring, of all and singular the said Premises above mentioned, with the Appurtenances, unto the said T. B. his Executors, Ad-



Administrators and Assigns. *To hold* to him his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years, above recited, which shall be then to come and unexpired, discharged of and from all Benefit and Equity of Redemption whatsoever; as by the said T. B. his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. *And lastly*, It is covenanted, granted, concluded and agreed upon, by and between all the said Parties to these Presents, and the true Meaning hereof also is; and it is hereby so declared, That until Default shall be made in Payment of the said Sum of, &c. and Interest, he the said B. C. his Heirs and Assigns shall and may have, hold and enjoy, all and singular the said Premises above mentioned, with the Appurtenances and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit, any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

*A special Defeasance of a Grant for 99 Years; by way of Demise back for Seven Years, on paying a yearly Rent, &c.*

**T**HIS Indenture made, &c. Between E. J. of, &c. of the one Part, and J. B. of, &c. of the other Part. *Whereas* in and by one Indenture, bearing Date, &c. made between the said J. B. and E. his Wife of the one Part, and the said E. J. of the other Part; They the said J. B. and his said Wife, for the Considerations therein mentioned, *Did* grant, bargain and sell unto the said E. J. all that Messuage, &c. *To hold* unto the said E. J. his Executors, Administrators and

and Assigns, for and during the Term of 99 Years, paying yearly the Rent of one Pepper Corn (if demanded) as in and by the said in Part recited Indenture (Relation being thereto had) may more fully appear. *Now this Indenture witnesseth*, That the said E. J. in Consideration of the Rent, Covenants, Reservations, Conditions and Agreements herein after reserved, mentioned and contained; and also in Consideration of the Sum of 5 s. of, &c. to him paid by the said J. B. the Receipt whereof is hereby acknowledged, *Have* demised, bargained, sold, and to farm set, and by these Presents doth Demise, &c. unto the said J. B. his Executors, Administrators and Assigns, all and singular the said recited Messuage, Lands, Tenements and Hereditaments, with their and every of their Rights, Members and Appurtenances; and all and every other the Messuages, Lands, Tenements, Hereditaments and Premises, which are in and by the said recited Indenture granted unto the said E. J. *To have and to hold* the said Messuages, Lands, Tenements, Hereditaments, and all and singular the said Premises hereby granted, or intended to be hereby granted, with their and every of their Appurtenances, unto the said J. B. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of Seven Years thence next ensuing, and fully to be ended. *Yielding and Paying* therefore yearly, during the said Term, unto the said E. J. his Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. at, &c. yearly, during the said Term, without any Deduction, Defalcation, or Abatement of any thing for Taxes, Assessments, or other Charges or Impositions whatsoever, either Ordinary or Extraordinary;

ordinary; the first Payment to be made on  
the ensuing the Date hereof. And the said J. B.  
for himself, his Heirs, Executors and Admini-  
strators doth Covenant with the said E. J. his  
Executors, Administrators and Assigns, by these  
Presents, That he the said J. B. his Heirs, Execu-  
tors, Administrators or Assigns, shall and will well  
and truly pay or cause to be paid unto the said  
E. J. his Executors, Administrators or Assigns, the  
said yearly Rent or Sum of, &c. on the Days and  
Times herein before appointed for Payment there-  
of, without any Deduction, Defalcation or Abate-  
ment of any Thing for any Tax or Taxes, As-  
sessments or Charges, either ordinary or extraor-  
dinary, or for or in respect of any other Matter  
or Thing whatsoever. *Provided* always, And it  
is hereby agreed, that these Presents are upon  
this Condition nevertheless, That if it shall hap-  
pen, the said yearly Rent of, &c. or any Part  
thereof shall be behind or unpaid, by the Space  
of 21 Days next after any of the said Days here-  
in before limited or appointed for Payment there-  
of, That then, and from thenceforth, it shall and  
may be lawful to and for the said E. J. his Exe-  
cutors, Administrators and Assigns, into the said  
Messuages, Lands, Tenements, Hereditaments,  
and all and singular the said Premises hereby de-  
mised or mentioned to be demised to re-enter,  
and the same to have again, re-possess and enjoy,  
as in his or their first and former Estate or  
Estates; any Thing herein before contained to  
the contrary in any wise notwithstanding. *Pro-  
vided also*, And it is hereby covenanted, conclud-  
ed and agreed, by and between the said Parties,  
to these Presents, for them, their Executors, Ad-  
ministrators and Assigns, That if the said J. B.  
his Heirs, Executors, Administrators or Assigns,



do and shall well and truly pay or cause to be paid unto the said E. J. his Executors, Administrators or Assigns, the said yearly Rent of, &c. on the Days herein before appointed for Payment thereof, or within one and Twenty Days next after every of the said Days respectively, in every Year, during the said Term of 7 Years, without any Deduction, Defalcation or Abatement, of any Thing, for, or in respect of any manner of Taxes, Loans, Assessments or Payments whatsoever, either ordinary or extraordinary, or for, or in respect of any Matter or Thing whatsoever; that then, from and immediately after, such Payment of the said yearly Rent in manner aforesaid, The said recited Indenture and Grant of all the said Premises therein and herein contained, made unto the said E. J. shall cease, determine and become, and be from thenceforth void, and of none Effect. And then also the said E. J. shall at the Request, Costs and Charges of the said J. B. his Heirs, Executors, Administrators and Assigns, Surrender unto the said J. B. his Heirs and Assigns, the Residue of the said Term of 99 Years, then to come and unexpired, and deliver to be cancelled unto the said J. B. his Heirs and Assigns, the said recited Indenture, and that part of these Presents, which are sealed by the said J. B. *In Witness, &c.*

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**Declarations of Trust, Disclaimers, &c.**

*A Declaration, That a Man's Name is used in Trust in an Assignment of a Lease.*

**W** Hereas H. W. of, &c. by his Deed of Assignment, bearing Date, &c. did for the Consideration therein mentioned, grant, bargain, sell, assign and let over unto me T. P. of, &c. my Executors, Administrators and Assigns, one Indenture of Lease bearing Date, &c. made between E. T. of, &c. of the one Part, and the said H. W. of the other Part, of the Farm of, &c. and other the Lands and Tenements therein particularly mentioned, for the Term of 21 Years, from the Date of the said Indenture of Lease, as by the same Indenture, and the Assignment thereof may more fully appear. Now know all Men by these Presents, That I the said T. P. do hereby declare that my Name was, and is made Use of in the said Assignment, In Trust only for A. B. of, &c. and for his Use and Benefit, and to and for no other Use, Intent or Purpose whatsoever. In Witness, &c.

*A Declaration, That a Man's Name is used in Trust, in a Lease for Lives, for the Person that granted it, and his Wife, &c. in the Nature of a Settlement.*

**W** Hereas M. S. Clerk, Rector and Parson of the Parish, and Parish Church of, &c. by Indenture, bearing Date, &c. for the Considerations therein mentioned, did grant unto R. B. and J. W. both of, &c. All that Toft and Cur-

tillage with Twelve Acres of arable Land, Meadow and Pasture thereto belonging, with the Appurtenances, late in the Tenure of, &c. deceased, lying and being in, &c. And also that Messuage, Tenement or Dwelling-house, with the Orchard, Garden, and Four Acres, and Three Yards, (be it more or less) of arable or Pasture Ground to the said Messuage or Tenement belonging, in, &c. aforesaid, with all and singular the Appurtenances thereof, in, &c. aforesaid, late also in the Tenure of the said, &c. or his Assigns. To hold unto the said R. B. and J. W. their Heirs and Assigns, for and during the natural Lives of S. Wife of the said M. S. J. S. his Daughter, and of C. S. Son of, &c. under several small yearly Rents and Herriors therein reserved, as in and by the said recited Indenture of Lease, duly executed with Livery and Seisin, may more fully appear. Now know all Men by these Presents, That the said R. B. and J. W. do hereby signify and declare, that their Names were and are used in the said recited Indenture, only as Persons *In Trust*; and to the Intent to permit and suffer the said M. S. and his Assigns, To hold and enjoy the said Premises above recited, with the Appurtenances, for and during the Term of his natural Life; and from and after his Decease, *In Trust* for the said S. Wife of the said M. S. and her Assigns, for and during the Term of her natural Life; And after the Decease of both of them the said M. S. and S. his Wife, Then *In Trust*, and to and for the only proper Use and Behoof of the Heirs, Executors and Administrators of the said M. S. and to, for, or upon none other Use, Intent, Trust or Purpose whatsoever. *In Witness*, &c.



*A Declaration, That a Man's Name is used in Trust in an Obligation.*

**W** Hereas In and by one Obligation, bearing even Date with these Presents, G. H. of, &c. standeth bound to J. K. of, &c. in the Sum of Five hundred Pounds, conditioned for the Payment of 250 l. with Interest for the same, on, &c. next ensuing, as thereby may appear. *Now know all Men* by these Presents, That the said J. K. doth hereby acknowledge and declare that the said Sum of 250 l. lent upon the said Obligation was all the proper Moneys of L. M. of, &c. and that his Name is used in the said Obligation, only in Trust, and for the Benefit of him the said L. M. In Witness, &c.

*Another Declaration, That a Man's Name is used in Trust in an Obligation, with a Power to receive the Money, and Covenant not to release the Obligation.*

**T** O all People, &c. I A. B. of, &c. send greeting, Whereas C. D. of, &c. standeth bound unto me the said A. B. in and by one Bond or Obligation bearing Date, &c. in the Sum of, &c. conditioned for the Payment of, &c. with Interest, at or upon, &c. next ensuing the Date of the said recited Obligation, as by the same Obligation and Condition thereof may more fully appear. *Now know ye*, That I the said A. B. do hereby acknowledge and declare, That the said Obligation was so taken in my Name, only upon Trust, for the sole proper Use and Benefit of E. F. of, &c. his Executors and Administrators, and that the said Sum of, &c. so secured by the

same Obligation were the proper Moneys of him the said E. F. And I the said A. B. for the Considerations aforesaid, do by these Presents make, constitute and appoint the said E. F. my true and lawful Attorney, for me and in my Name, but to his own Use, to ask, demand and receive of him the said C. D. the Sum of, &c. with all Interest now due, or which hereafter shall or may become due for the same, giving, and by these Presents, granting unto my said Attorney, my full Power and Authority in the Premises; to take all lawful Ways and Means for Recovery thereof. And upon Receipt of the said Sum of, &c. with Interest, or any Part thereof, one or more Acquittances or Discharges for me, and in my Name, to Seal and Deliver. As also one or more Attorney or Attorneys under him to substitute and appoint, and at his Pleasure to Revoke. And further to do and execute all and every Act and Acts, which shall or may be necessary, touching or concerning the Premises, as fully and effectually as I my self in Person might or could do in or about the same, ratifying, allowing and confirming whatsoever my said Attorney shall do or cause to be done in the Premises, by vertue of these Presents. And lastly, I the said A. B. do hereby, for my self, my Executors and Administrators, covenant, promise and agree, to and with the said E. F. his Executors and Administrators, That I the said A. B. have not hitherto, nor shall or will hereafter do or cause to be done, any Act or Thing whatsoever, to release, discharge or make void the said recited Obligation, and Sum of Money thereby secured, or the Power or Authority hereby given by me the said A. B. unto the said E. F. as my Attorney to receive the same; but shall and will

avow and justify all and every such lawful Act and Acts, Thing and Things whatsoever, which he the said E. F. or any other Person or Persons, by his Direction or Appointment, shall do or cause to be done, in or about the Premises, or any Part thereof. *In Witness, &c.*

*A Declaration of Trust on a Mortgage, that Part of the Moneys were advanced by two Persons, and that the mortgaged Premises shall be a Security for part of the Consideration-Money to the Mortgagee, and the Remainder of the Premises as a Security for the Residue to the Person advancing the same, &c. to whom the Trust is declared.*

**T**His Indenture made, &c. Between J. H. of &c. of the one Part, and L. S. of, &c. of the other Part. Whereas by Indenture Quadrupartite bearing Date, &c. made or mentioned, to be made between J. B. of, &c. of the first Part, A. J. of, &c. of the second Part, G. G. of, &c. of the third Part, and the said J. H. of the fourth Part. It is witnessed that for and in Consideration of the Sum of 1000 l. of, &c. therein mentioned to be in Hand paid by the said J. H. to the said G. G. to and for the Use of the said A. J. He the said G. G. by and with the Consent and Direction of the said J. B. and with the Consent and Allowance of the said A. J. testified by their being Parties to the said Indenture, and their sealing and delivery thereof, did demise, grant, bargain and sell unto the said J. H. All that the Capital Messuage or Mansion-house of, &c. with the Appurtenances situate in, &c. And all that the Ancient and decay'd Castle of, &c. near thereunto adjoining, with the Rights, Members and Appurtenances thereof,



pos, and divers other Lands, Tenements and Hereditaments, in the said Indenture mentioned. To hold the said Messuage, Lands, Tenements and Hereditaments, and all and singular the Premises, with their and every of their Appurtenances, unto the said J. H. his Executors, Administrators and Assigns, for and during the Term of 200 Years, without Impeachment of, or for any manner of Waste; in which said Indenture there is a Covenant or Condition contained, that the said J. H. his Executors, Administrators or Assigns, shall surrender and yield up all his or their Estate and Interest, in and to the said Messuages, Lands, Tenements, Hereditaments and Premises, unto such Person or Persons as the said J. B. his Heirs or Assigns shall Nominate, Direct or Appoint, upon Payment unto the said J. H. his Executors, Administrators or Assigns of the Sum of, &c. upon, &c. now next ensuing, and of, &c. upon, &c. which will be in the Year of our Lord, &c. at such Place as in the said Indenture is expressed, as in and by the said recited Indenture, (Relation being thereunto had) more fully and at large may appear. Now this Indenture witnesseth, And the said J. H. doth hereby declare, That of the said Sum of 1000 l. mentioned, to be the Consideration of the said recited Indenture, 500 l. part thereof was and is the proper Moneys of the said L. S. And that the said 500 l. part of the said 1000 l. and all Interest payable for the same, and the Moiety of the said mortgaged Premises, during the Continuance of the said Estate, granted unto the said J. H. as aforesaid, of Right doth belong unto the said L. S. And that the Security by the said Mortgage was taken in the Name of the said J. H. as a Security,

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as well to the said L. S. for the said 500 l. by him lent, as for a Security to the said J. H. for the other 500 l. by him lent; and that at the Time of the making the said Indenture, It was and still is intended that each of them the said J. H. and L. S. respectively should have the Moiety, and half of the said mortgaged Premises, as a distinct Security to either of them, severally and respectively, for their respective Sums of 500 l. a Piece. *In Witness, &c.*

*A Declaration of Trust on a Mortgage, where 2500 l. is lent by three Persons, and the Mortgage made to two Trustees, who declare that part is the proper Moneys of such a one, part of such a one, &c. And that they stand possessed of the Premises in Trust, for the Persons lending the Money, according to their several Proportions; And they will not release the Debts, or Assign the Premises, until the several Persons have paid their respective Sums, &c.*

**T**His Indenture made, &c. Between G. S. of, &c. and T. W. of, &c. of the one Part, T. E. of, &c. M. M. of, &c. and J. W. of, &c. of the other Part. Whereas in and by one Indenture bearing Date, &c. made between J. H. of, &c. of the one Part, and the said G. S. and T. W. of the other Part. He the said J. H. for and in Consideration of the Sum of 2500 l. of, &c. to him in Hand paid by the said G. S. and T. W. did grant, bargain and sell unto the said G. S. and T. W. All that Messuage, &c. And also all Houses, Out-houses, Edifices, Buildings, Lands, Tenements, Commons, Profits and Appurtenances whatsoever, to the said Premises belonging, or in any wise appertaining. And also the Reversion and Reversions, Remainder and  
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Remainders, Rents and Services of the said Premises, and of every Part and Parcel thereof with the Appurtenances. *To hold* unto the said G. S. and T. W. their Executors, Administrators and Assigns, for and during the Term of 1000 Years, thence next and immediately ensuing and following, and fully to be compleat and ended, *As* and under the yearly Rent of one Pepper Corn, which said recited Indenture is by a Proviso or Condition therein contained, made Defeasible, on Payment by the said J. H. unto the said G. S. and T. W. of the Sum of 2500 *l.* and Interest on certain Days therein mentioned, then and now to come, as, in and by the said recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said G. S. and T. W. do hereby signifie and declare, That 1000 *l.* Parcel of the said 2500 *l.* secured by the said recited Indenture, were and are the proper Moneys of the said T. E. And that 1000 *l.* more other Parcel of the said 2500 *l.* were and are the proper Moneys of the said M. M. And that 500 *l.* the Residue of the said 2500 *l.* were and are the proper Moneys of the said J. W. *And therefore*, They the said G. S. and T. W. do hereby declare and agree, That they, their Heirs, Executors and Administrators, will from henceforth stand possessed of, and interested in the said mortgaged Premises, and Moneys thereby secured. *In Trust* for each of them the said T. E. M. M. and J. W. according to their several Proportions aforesaid. *And furthermore*, That they the said G. S. and T. W. will not release the said J. H. his Heirs or Assigns, or their, or either of their said Debts; or Assign, Convey or Transfer the said mortgaged Premises, or any part thereof, until the said 1000 *l.*

and



and Interest shall be paid to, and received by the said T. E. And until the said 1000 l. and Interest shall be paid to, and received by the said M. M. And until the said 500 l. and Interest shall be paid to, and received by the said J. W. And further also, That in case the said Principal Moneys secured by the said recited Indenture, and the Interest thereof, shall not be paid according to the Purport and true Meaning of the same Indenture: That then it shall and may be lawful to and for the said T. E. M. M. and J. W. severally, and their several and respective Heirs, Executors and Administrators, in the Names of the said G. S. and T. W. their Executors and Administrators, to sue for, recover and receive the same, by all such lawful Ways and Means as shall be advised, so as they the said G. S. and T. W. may not nor shall be put to any Charges, or suffer any Damages thereby. *In Witness, &c.*

*A Declaration. That a Man's Name is used in Trust to a Lease and Release of Lands; with a Covenant to convey the Lands to the Person for whom the same is made in Trust, free from Incumbrances, &c.*

**T**HIS Indenture made, &c. Between R. D. of, &c. of the one Part; and E. O. of, &c. of the other Part. Whereas by Indenture of Release Tripartite, bearing even Date with these Presents, and made or mentioned to be made between M. P. of the first Part, the said E. O. of the second Part, and the said R. D. of the third Part; in Consideration of the Sum of, &c. to the said M. P. by the said R. D. in Hand paid, he the said E. O. by and with the Consent and

Direction of the said M. P. together with the  
 said M. P. Did grant, bargain, sell, alien, release  
 and confirm unto the said R. D. (in his actual  
 Possession then being, by Vertue of a Bargain  
 and Sale, bearing Date the Day next before the  
 Day of the Date of the said Indenture, made to  
 him for one Year, and of the Statute for *Trans-*  
*ferring of Uses into Possession*) and to his Heirs  
 and Assigns for ever, *All* that Messuage, &c.  
*To have and to hold* the said Messuage or Tene-  
 ment, and all and singular other the Premises  
 thereby granted, bargained, sold, released and  
 confirmed, or mentioned or intended to be there-  
 by granted, &c. with their and every of their  
 Appurtenances, unto the said R. D. his Heirs  
 and Assigns, *To* and for the only proper Use and  
 Behoof of the said R. D. his Heirs and Assigns  
 for ever; as in and by the said recited Inden-  
 ture of Lease and Release (Relation being there-  
 unto had) more fully and at large may appear.  
*Now this Indenture witnesseth*, That the said R. D.  
 doth hereby confess, acknowledge and declare,  
 That the said recited Indentures of Lease and  
 Release was and is made to and in the Name of  
 the said R. D. *In Trust*, to and for the Use of the  
 said E. O. his Heirs and Assigns for ever; and  
 that the said Sum of, &c. mentioned in the said  
 Indenture of Release, to be the Consideration  
 for the said Purchase, was the only proper Mo-  
 nies of the said E. O. *And* in Performance of  
 the Trust in him reposed as aforesaid, he the said  
 R. D. for himself, his Heirs, Executors and Ad-  
 ministrators, doth covenant, promise and grant  
 to and with the said E. O. his Heirs, Executors,  
 Administrators and Assigns, by these Presents,  
 That he the said R. D. his Heirs and Assigns, shall  
 and will from Time to Time, and at all Times  
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Hereafter, upon the reasonable Request, and at the Costs and Charges in the Law of the said R. O. his Heirs and Assigns, convey and assure ~~all~~ and singular the said Messuages or Tenements, and all and every the Premises in and by the said recited Indenture of Release granted and released, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, and all his Estate and Interest therein, unto the said R. O. his Heirs and Assigns for ever, or unto any other Person or Persons, in such Sort, Manner and Form, as by the said R. O. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised and required, so as the same Conveyance or Assurance contain no further or other Warranties than against the said R. D. and his Heirs. ~~And~~ *And* further, That at the Time of making such Conveyance or Assurance as aforesaid, the said Messuages or Tenements, and all and singular other the Premises, shall be free and clear, and free and clearly discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatsoever then before had made, committed or done by the said R. D. his Heirs or Assigns, or any of them, or by, from or under them, or any of them. ~~And~~ *And* the said R. O. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said R. D. his Heirs, Executors, Administrators and Assigns, That he the said R. O. his Heirs, Executors or Administrators, or some or one of them, shall and will from Time to Time, and at all Times, save, keep harmless and indemnified the said R. D. his Heirs, Executors and Administrators, and every of them, of and from



from all manner of Costs, Charges and Damages which shall or may at any Time hereafter arise, happen, grow or be, for or by reason of the said Estate of the said R. D. in Trust for the said E. O. as aforesaid. *In Witness, &c.*

*A Declaration by Power, on Purchase of an Estate for the Vendor to receive Arrears of Rent due at the Time of the Sale.*

**T**his Indenture made, &c. Between S. F. of, &c. N. F. of, &c. and C. B. of, &c. of the one Part; and H. N. of, &c. Esq; of the other Part. Whereas the said H. N. in Pursuance and Performance of certain Articles of Agreement, bearing Date, &c. made between the said H. N. of the one Part, and the said S. F. &c. of the other Part; Hath, by several Deeds and Conveyances, granted and conveyed unto the said S. F. &c. their Heirs, Executors, Administrators and Assigns, several Manors, Lordships, Rectories, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances, situate, &c. in the Tenure of, &c. To and for the several Uses, Intents and Purposes in and by the said several Deeds and Conveyances mentioned, expressed and declared; as in and by the said Deeds and Conveyances more at large may appear. Now this Indenture witnesseth, and it is hereby declared and fully agreed by and between all and every the Parties to these Presents, That for and notwithstanding the said Deeds and Conveyances, or any Covenant, Clause, Article, Matter or Thing whatsoever therein or in either of them contained to the contrary; It shall and may be lawful to and for the said H. N. his Executors, Administrators or Assigns, to ask, demand,

receive and take to his and their own Use and Uses, all and every the Rents, Fines, Profits, and Arrearages of Rents, due and owing by and from all or any the Tenants of the said Manor, Lordships, Rectories, Advowsons, Parks, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances in the said Deeds and Conveyances mentioned at any Time before, and until the Day of the Date of these Presents.

And in case of Refusal or Non-payment of the said Rents, Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the said Premises, or any Part thereof, it shall and may be lawful to and for the said H. N. his Executors, Administrators and Assigns, to sue and prosecute for the same in the Names of the said S. R. &c. or any of them, as Counsel shall advise; he the said H. N. his Executors, Administrators and Assigns, saving them harmless from any Costs or Damages that may happen to them, or any of them, by reason of using their Names as aforesaid.

*In Witness Whereof, &c.* had to Hand the said S. R. &c. or any of them, as Counsel shall advise; he the said H. N. his Executors, Administrators and Assigns, saving them harmless from any Costs or Damages that may happen to them, or any of them, by reason of using their Names as aforesaid.

*A Declaration, That there shall be no Benefit of Survivorship in the Grant of an Annuity to two Persons, made as a Security against Incumbrances upon Lands purchased.*

**T**His Indenture made, &c. Between W. S. of, &c. of the one Part; and R. S. of, &c. of the other Part. Whereas by one Indenture, bearing Date, &c. made or mentioned to be made between A. B. of, &c. and C. D. of, &c. of the one Part; and the said W. S. and R. S. of the other Part: The said A. B. and C. D. for the saving and keeping harmless and indemnified the

the said W. S. and R. S. and either of them, their and either of their Heirs and Assigns, and the Manor of, &c. and Lands in, &c. purchased by the said W. S. And the Capital Messuage or Manor-house of, &c. and other Lands, Tenements and Hereditaments in, &c. purchased by the said R. S. of and from one Annuity or yearly Rent-charge of, &c. unto which the said several Lands are liable; and for other good Causes and Considerations the said A. B. and C. D. thereunto moving, they the said A. B. and C. D. Have granted and confirmed unto the said W. S. and R. S. their Heirs and Assigns, one Annuity or yearly Rent-charge of, &c. to be yearly issuing and going out of all those the Manors and Lordships of, &c. and other Lands and Hereditaments in the said Indenture mentioned, payable at such Times as is therein mentioned; as in and by the said Indenture (Relation being therunto had) may appear. *Now this Indenture witnesseth, and it is hereby declared and agreed by and between the said Parties to these Presents, That no Right or Benefit of Survivorship shall be had or claimed by the Survivor of them the said W. S. and R. S. but that the Heirs and Assigns of such of them as shall happen to die first, shall and may have and take as much Benefit by the said Rent-charge of, &c. as the Party so dying ought to have in case he was living: And that each of them the said W. S. and R. S. respectively, and their respective Heirs and Assigns, as there shall be Occasion, shall have the Benefit of the said recited Deed, and of the Rent-charge of, &c. therein mentioned, for the securing of their respective Interests in the Lands by them respectively purchased as aforesaid. In Wit-*



*A Disclaimer on making a Conveyance.*

**T**His Indenture Tripartite made, &c. Between T. K. of, &c. of the first Part; H. H. of, &c. of the second Part; and R. H. of, &c. of the third Part, Whereas the said R. H. did seal and deliver, as his Act and Deed, one Indenture Tripartite, bearing Date, &c. had and made between the said R. H. of the first Part, the said H. H. of the second Part, and the said T. K. of the third Part; purporting a Grant and Assignment of a Tenement or Dwelling-house, and certain Lands and Tenements, situate, lying and being in, &c. and a certain Term and Estate in the same Tenements by the said R. H. to the said T. K. as in and by the said Indenture more at large appeareth. Now this Indenture witnesseth, That the said T. K. doth hereby signify and declare, That he did never accept of the said intended Conveyance, or of any Estate or Interest intended to be granted or conveyed by the same, and that the same was sealed and delivered without his Knowledge, Privy and Consent: And doth therefore hereby absolutely renounce and disclaim all such Estate, Right, Title and Interest; as the said T. K. his Executors or Administrators, may or can have or claim in or to the same Premises, or any Part thereof. And the said T. K. for himself, his Executors and Administrators, doth covenant and grant to and with the said H. H. his Executors and Administrators, That he the said H. H. his Executors and Administrators, shall and may at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said Premises, with the Appurtenances, without the Let, Trouble and Interruption

tion of the said T. K. his Executors and Administrators, and of all others lawfully claiming in, by, from or under him, them, or any of them. [*The like Covenant from R. H.*] And the said R. H. for himself, his Executors and Administrators, doth covenant and grant to and with the said T. K. his Executors and Administrators, That he the said R. H. his Executors and Administrators, shall and will at all Times from henceforth for ever hereafter save harmless, and keep indemnified, the said T. K. his Executors and Administrators, and every of them, of and from all and all manner of Costs, Charges, Troubles, Losses, Expences and Damages whatsoever that may happen to him, them, or any of them, for or by Reason or Means, or any way concerning the said intended Conveyance, or any Thing therein contained; or for or by Reason or Means of the making of these Presents, or any Thing herein contained. *In Witness, &c.*

*A Renunciation of an Administration.*

**K** Now all Men by these Presents, That I L. B. eldest Brother of S. B. late of, &c. deceased Intestate, do hereby renounce and relinquish the Administration of the Goods and Chattels late of the said Intestate: And I do desire, that the same Administration may be granted and committed to J. H. of, &c. And I do hereby authorize and appoint S. G. and R. S. my true and lawful Proctors, and either of them, jointly and severally, for me, and in my Name, to exhibit this my Renunciation, and to procure the same to be duly admitted and allowed, and to do all and singular other Act and Acts requisite and necessary to be done in reference to the

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Premises, as fully and amply as I my self might do, if I were personally present, ratifying, confirming and allowing, all and whatsoever my said Proctors, or either of them, shall do or cause to be done in the Premises by these Presents. *In Witness, &c.*

*A Renunciation or Disclaimer of Executorship, with  
Recital of a special Will, &c.*

**T**His Indenture Tripartite made, &c. Between M. M. of, &c. of the first Part; J. B. of, &c. of the second Part; and Sir C. K. of, &c. of the third Part. *Whereas* A. K. late of, &c. duly made and published her last Will and Testament in Writing, bearing Date, &c. and thereby ordered, That all her Debts and Legacies should, as soon as conveniently might, be paid; and in case her personal Estate should fall short to do it, then that her real Estate should be charged therewith, and liable thereto: And for that End, she devised to her Trustees herein after named, *All* her Lands, Tenements and Hereditaments whatsoever, *To hold* to her said Trustees, their Executors, Administrators and Assigns, for the Term of 500 Years next after the Day of her Death; upon Trust, that they might by Mortgage or Mortgages of the same, or any Part thereof, from Time to Time, as should be necessary, raise and pay such Deficiency. And she thereby devised to the said Sir C. K. *All* her Lands at, &c. which were purchased by her Mother the Lady M. K. of, &c. And also all her Estate and Interest in the Lands at, &c. which were mortgaged by her Cousin, &c. to Sir N. C. her Grandfather. And in case it should please God to restore her Niece M. (Daughter of her



her Brother Sir C. K.) to her perfect Understanding, and to free her from her Indisposition and Fits. Then she gave to her, and the Heirs of her Body lawfully begotten, (only charged and liable as aforesaid) *All* her Lands and Tenements, except her said Lands which she had devised to her Brother as above: But in the meantime, during her said Niece's Indisposition and Fits, in case she might be permitted to continue under the Care of her Niece T. and her Niece T. should be willing to entertain her; then she gave to her said Niece T. during the Time that her said Niece M. should be so under her Care, the Profits of all her Lands (except what she had so given to her Brother). But in case her Niece T. should be unwilling to take care and entertain her said Sister, or neglect the same; *Then* she gave the Profits of her said Lands to the said M. M. during the Life of her said Niece M. *To hold* to her and her Assigns during the Life of her said Niece M. And in case she should not recover of her Illness aforesaid, and have no Issue as aforesaid; *Then* she gave *All* her Lands to her Nephew Sir C. K. during the Term of his natural Life, without Impeachment of Waste. And after the Determination of that Term, she gave and devised the same Lands and Tenements to E. C. Esq; and the said M. M. and their Heirs, during the Life of her Nephew, to preserve the contingent Remainders therein after limited; but *in Trust*, to permit and suffer her said Nephew and his Assigns, *To hold* the said Premises, and to receive the Rents and Profits thereof during his Life. And after his Decease, *Then* to the first and other Sons of his Body, in Tail Male, with a Remainder to her own right Heirs, and made the said J. B. and M. M. Executors

cutors and Trustees; as in and by the said Will (amongst other Things) may more fully appear. *And whereas* the said A. K. soon after making the said Will died, and the said M. K. is also long since dead without Issue, having not recovered her Illness or Indisposition. *And whereas* the said M. M. refused to accept the said Executorship and Trust, and never acted therein, nor ever received any of the Rents or Profits of the said Lands; but the said J. B. alone proved the said Will, and took upon him the Execution thereof. *Now this Indenture witnesseth*, That the said M. M. as a further Declaration thereof, *Doth* by these Presents renounce and disclaim the said Executorship, and all the Trusts reposed in her by the said recited Will; and doth likewise by these Presents remise and release unto the said J. B. his Executors and Administrators, all her Estate, Right, Title and Interest, in and to the said Premises, and in and to the said Term of 500 Years by Vertue of the said recited Will, or otherwise howsoever. *In Witness, &c.*

### Revocations and new Declarations, Appointments, &c.

*A Revocation by a Man and his Wife, of Marriage Articles; and new Appointment to the Use of the Husband and his Heirs, made pursuant to a Power reserved in the said Marriage Articles.*

**W** *Hereas* in and by certain Articles of Agreement, bearing Date, &c. made between, &c. it was concluded and agreed by and between the said Parties thereto, That a

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Marriage should be forthwith had and solemnized between the said M. H. and E. H. And he the said M. H. for and in Consideration of the said Marriage, and of the Fortune he was to have with her, *Did* for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said, &c. to settle Lands on Trustees for the Use of himself, Wife and Issue, &c. And it was further therein agreed, That in the said Settlement there should be a Power for the said M. H. in case he should die before the said E. H. to charge the Premises with 2000 *l.* or any Part thereof, to be raised immediately after the Death of the said E. H. to be paid to such Person or Persons as the said M. H. should by his last Will or any other Writing appoint. And that in the said Settlement or Conveyance there should be also contained a Power for the said M. H. and E. H. jointly, at any Time during their joint Lives, to revoke, alter, and make void the said Uses, Trusts and Powers, or any of them, in all the Premises, or in any Part or Parcel thereof, and to limit such new or other Uses, in the whole or in part, as to them should seem meet and convenient; as by the said Articles may more fully appear. *And whereas* the said Marriage hath been since had and solemnized, but no Settlement or Conveyance of the said Lands and Tenements, or of any Part thereof, hath been made pursuant to the said Articles, or otherwise. *Now know all Men* by these Presents, That they the said M. H. and E. his Wife, by Vertue of the Power to them reserved in and by the said Marriage Articles, or by Vertue of any other Power to them reserved, or in them being, *Do* hereby revoke and make void, *All* and every the Uses, Trusts and Powers in



in the said Articles contained, and likewise all the intended Limitations and Appointments in the said Articles mentioned, or by the said formerly intended Settlement to be limited, created or contained: And do hereby limit, declare and appoint, That all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, shall from henceforth remain, continue and be, *To* and for the only proper Use and Behoof of him the said M. H. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*A Revocation of an Annuity granted by Settlement.*

**T**O all People, &c. H. N. of, &c. sendeth Greeting. Whereas by Indenture bearing Date, &c. made or mentioned to be made between the said H. N. and A. N. eldest Son and Heir apparent of the said H. N. of the one Part; and F. H. of, &c. by the Name of F. H. of, &c. P. R. of, &c. and C. B. of, &c. of the other Part: They the said H. N. and A. N. Did bargain and sell unto the said F. H. P. R. and C. B. their Heirs and Assigns, (amongst divers other Manors and Lands) All that the Manor of, &c. with their and every of their Appurtenances in the County of, &c. And all those the Rectories of, &c. with all and singular their and every of their respective Rights, Members and Appurtenances in, &c. And all that the Manor and Park of, &c. with the Rights, Members and Appurtenances in, &c. And the Advowson of the Church of, &c. aforesaid: *To have and to hold* unto the said F. H. P. R. and C. B. and their

their Heirs, To the Uses and upon the Trusts in the said Indenture mentioned, (and amongst others) to pay unto *E. H.* of, &c. for his own, his Wife and his Child's Lives, and the Life of the longest Liver of them, the yearly Sum of, &c. unless the said *H. N.* should by Writing under his Hand and Seal, sealed and subscribed in the Presence of two or more credible Witnesses, direct that the said Annuity should cease and determine: The said Payment should be made Half-yearly, and the first Payment to be made at *Lady day* then next ensuing; as in and by the said Indenture (Relation being thereunto had) may more fully appear. *Now know ye*, That the said *H. N.* being minded to determine the Payment of the said, &c. *per Annum*, according to and by Vertue of the said Power contained in and reserved to the said *H. N.* by the said recited Indenture, *Haib* revoked and made void, and doth hereby by this present Writing under his Hand and Seal, by him subscribed and sealed in the Presence of the Witnesses whose Names are hereunto put, revoke and make void the said Use and Trust in the said Deed contained touching the said Rent or Annuity of, &c. thereby payable to the said *E. H.* for his own, his Wife and Child's Lives, as aforesaid: *And* doth hereby declare, That the said Rent or Annuity, and the Payments thereof, shall from henceforth cease and determine. And the said *H. N.* doth discharge the said *F. H.* *P. R.* and *C. B.* and every of them, and their Heirs, of and from the Payment of the said, &c. *per Annum*, or any Part thereof, to the said *E. H.* his Wife or Child, or either of them. *In Witness, &c.*

*A Revocation of Uses in an Indenture, and a new Limitation, according to a Power made in Consideration of a Sum of Money, &c.*

**T**O all People, &c. Sir J. M. of, &c. Baronet sendeth Greeting, *Know ye* that the said Sir J. M. according to and in pursuance of the Power to him reserved in and by one Indenture, bearing Date, &c. made or mentioned to be made between the said Sir J. M. of the one Part, and P. R. of, &c. of the other Part. And in pursuance of all and every other Power and Powers, and Authorities whatsoever reserved, or limited to him in this behalf, and so far as he is any ways enabled; (the Consent of the said P. R. being hereunto obtained, as by a Deed Poll under his Hand and Seal, expressing such his Consent may appear) doth by these Presents revoke and make void all and every the Uses, in the said Indenture limited, of, for and concerning all and every the Messuages, Lands and Hereditaments, with their Appurtenances in, &c. in the said Indenture mentioned. And also all and every the Uses whatsoever, of, for, touching or concerning any Messuages, Lands, Tenements or Hereditaments whatsoever, in, &c. aforesaid, which now are, or at any Time heretofore were the Messuages, Lands or Hereditaments of the said Sir J. M. And the said Sir J. M. for good and valuable Considerations him thereunto moving; and especially for and in Consideration of the Sum of, &c. to him in Hand paid by R. H. of, &c. and J. L. of, &c. the Receipt whereof is hereby acknowledged, doth by these Presents according to and in pursuance of the Power aforesaid, limit the Use and Uses of all the said Premises



Premises in, &c. aforesaid, to the said R. H. and J. L. their Heirs and Assigns; and doth hereby direct and appoint, that every Person or Persons, which now do, or hereafter shall stand and be seised of the said Premises, or any Part thereof, shall stand and be seised thereof, and of every Part thereof, to the Use of the said R. H. and J. L. and of their Heirs and Assigns for ever. In Witness, &c.

*A Special Power of Revocation in a Settlement.*

**P**rovided always, And it is covenanted, granted, concluded and agreed, by and between all and every the said Parties to these Presents, and the further Intent and Meaning of them, and every of them, and of these Presents is, That if the said T. Earl of S. or the said H. Lord W. after the Death of the said Earl, or any other the Son or Sons of the said Earl, after the Death of the said Earl, and Lord W. and after such Estate in Possession for Life is fallen to him or them, shall at any Time or Times hereafter, during their respective Lives, be minded, or desirous to revoke, alter or make void all or any the Uses, Limitations, Intents or Purposes, before, in and by these Presents, mentioned, declared, expressed, limited or appointed, for or concerning all or any the Premises; and shall (being of full Age) by any Writings subscribed with their respective Hands, and sealed respectively by themselves, in the Presence of three or more credible Witnesses, signify or declare the same, or to that Effect, That then and immediately from thenceforth all and every the Use and Uses, Limitations, Intents and Purposes, in and by these Presents, mentioned, declared, expressed, limited and

and appointed, of, for and concerning the Premises, or such Part thereof, whereof such Revocation shall be made: And all and every the Estate and Estates raised, vested or settled in, by, upon, or by reason of these Presents, for and concerning the same, (the several Estates, Leases, Grants, Jointures and Rent Charges to be before such Declaration or Revocation, made, granted or limited by the said Earl, and the said Lord W. and the said other Sons of the said Earl as aforesaid, or any of them, by force of the Provisoes, Powers and Authorities aforesaid, excepted) *Shall* cease, determine, and be void, and of none Effect, to all Intent, Constructions and Purposes; any Thing herein contained to the contrary in any wise notwithstanding. And that then, and from thenceforth, these Presents, shall be and Enure, and the said A. B. C. D. &c. and their Heirs shall from thenceforth stand and be seised of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, and of every Part and Parcel thereof, with the Appurtenances, whereof such Revocation shall be made, To the only Use and Behoof of the said T. Earl of S. his Heirs and Assigns for ever, charged nevertheless with such several and respective Jointures, Leases, Grants, Estates and Rents as before such Revocation shall be made over, raised, limited, granted or appointed by the said T. Earl of S. and the said H. Lord W. and such other Son or Sons of the said Earl respectively, or any of them respectively, by Force or Vertue of any the Powers or Provisoes above mentioned.

*A Re-*

*A Revocation of a Deed by Indorsement.*

**K** Now all Men by these Presents, That the within named J. W. doth hereby signifie and declare that he is minded, purposed and determined to alter, change and make void all and every the Use and Uses, Estate and Estates, in and by the within written Indenture, limited and appointed, and that from Time to Time, and at all Times from henceforth for ever hereafter, all and every the Uses by the said Indenture, formerly mentioned and expressed, shall be void and of none Effect. And the said J. W. doth in pursuance of the Power in him reserved by this Writing, signed with his Hand, and sealed with his Seal in the Presence of, &c. being competent Witnesses absolutely alter, change, revoke and make void all and every the Use and Uses, Estate and Estates in and by the within written Indenture limited and appointed; and doth hereby declare, that from Time to Time, and at all Times from henceforth for ever hereafter, all and every the Use and Uses, Estate and Estates in and by the within written Indenture formerly mentioned and expressed, shall cease, determine, and be void and of no Effect; and that from Time to Time, and at all Times from henceforth, the Premises within mentioned, and every Part and Parcel thereof, with the Appurtenances, shall be and remain, and the said J. W. and his Heirs shall and will stand and be seised thereof, to the only proper Use of the said J. W. his Heirs and Assigns for ever, to do therewith at his and their Wills and Pleasures. *In Witness, &c.*



*A Revocation, and new Declaration, by a Man and his Wife, of an Estate formerly settled by Fine, the Man for 99 Years, if he lived so long; Remainder to his Wife for Life, Remainder to their Heirs Male, &c. with a Proviso to revoke, &c. made pursuant to the Power in the Indenture, to lead the Uses of the Fine to a purchaser of the Premises.*

**T***His Indenture made, &c. Between S. C. of, &c. and M. his Wife of the one Part, and E. W. of, &c. of the other Part. Whereas the said S. C. and M. his Wife, did in Easter Term, which was in the Year of the Reign, &c. acknowledge and Levy in due Form of Law unto G. C. and G. H. both of, &c. and the Heirs of the said G. C. one Fine, Sur conuzance de droit come ceo, &c. amongst other Things of All that Messuage, &c. as by the said Fine, remaining of Record in her Majesties Court of Common Pleas at Westminster, may appear. And whereas in and by one Indenture bearing Date, &c. made between the said S. C. and M. his Wife of the one Part, and the said G. C. and G. H. of the other Part, reciting therein, in effect as is herein after recited, it was thereby declared by and between all the Parties to the said Indenture, that the said Fine so levied as aforesaid, should be and Enure to the Uses following, (that is to say) to the Use of the said S. C. and his Assigns, for and during the Term of 99 Years, from thence next ensuing, and fully to be ended, if the said S. C. should so long live, without Impeachment of, or for any manner of Waist: And from and after the Determination of that Estate, Then to the Use and Behoof of the said G. C. and G. H. and their Heirs,*

Heirs, for and during the natural Life of him the said S. upon Trust, to preserve the contingent Remainders therein limited. But nevertheless to permit the said S. to receive the Rents and Profits of the said Premises to his own Use, during his said natural Life: And from and after the Death of the said S. C. *Then* to the Use and Behoof of the said M. his Wife, for and during the Term of her natural Life, without Impeachment of, or for any manner of Wast; and from and after the several Deceases of them the said S. C. and M. his Wife, *Then* to the Use and Behoof of the first Son of the Body, of the said S. C. on the Body of the said M. begotten, and to be begotten, and of the Heirs Males, of such first Son lawfully issuing, with several Remainders over; in which said recited Indenture there is a Proviso contained to the Effect following. (*viz.*) That it should be lawful for the said S. C. and M. his Wife at any Time or Times during their Joint-lives, by any Writing or Writings under their Hands and Seals, subscribed and executed by them the said S. and M. his Wife, in the Presence of three or more credible Witnesses, to alter, change, revoke and make void all and every the Uses herein before mentioned to be limited, of and in all and singular the said Premises, or of or in any Part thereof, and to limit and appoint any more, or other Use or Uses of the Premises, or of any Part thereof, to any Person or Persons whatsoever. And that the aforesaid Fine should be, and enure to such Uses, Intents and Purposes, as they the said S. C. and M. his Wife should by any such Writing or Writings as aforesaid, limit, appoint and declare, as in and by the said recited Indenture (amongst other Things therein contained) may more fully ap-

pear. *And whereas* the said S. C. and M. his Wife have contracted with the said E. W. for Sale, to him and his Heirs, of the said Messuage and Premisses, with the Appurtenances, for the Sum of 250 l. of, &c. *Now this Indenture witnesseth,* That for and in Consideration of the said Sum of 250 l. &c. To them the said S. C. and M. his Wife in Hand paid for the said E. W. the Receipt whereof is hereby acknowledged, and in pursuance and full performance of the said Contract. They the said S. C. and M. his Wife, by virtue and in pursuance of the Power and Authority to them reserved, and given in and by the said recited Indenture, and in pursuance, and by virtue of all other Powers and Authorities to them reserved and given, *Do* by this present Writing, signed with their Hands, and sealed with their Seals in the Presence of, &c. being three credible Witnesses, revoke, alter, change and make void all and every the Use and Uses, Estate and Estates above mentioned, to be limited and declared in and by the said recited Indenture of the said Messuage and Premisses, with the Appurtenances above, particularly mentioned. And the said S. C. and M. his Wife do hereby declare, that from Time to Time, and at all Times, from henceforth, for ever, all and every the Use and Uses, Estate and Estates above mentioned, to be limited and declared in and by the said last recited Indenture, as touching and concerning the said Messuage and Premisses last mentioned, shall cease, determine, and be void and of none Effect, to all Intents and Purposes whatsoever. And they the said S. C. and M. his Wife, in pursuance of the said Power and Authority, to them given and reserved as aforesaid, do by this present Writing, signed and sealed as aforesaid, declare



clare that the said Messuage, with the Appurtenances, shall from henceforth, for ever, hereafter be, remain and continue, to the only proper Use and Behoof of the said E. W. his Heirs and Assigns. And the said S. C. and M. his Wife do hereby likewise declare, that the said Fine so levied as aforesaid, shall be, and Enure, and shall be adjudged, esteemed and taken, and is hereby declared to be, and Enure. And that the said G. C. and G. H. and their Heirs, and all and every other Person or Persons, and his and their Heirs standing, and being seised, or which hereafter shall stand and be seised of, or in the said Premises hereby intended to be conveyed, or any part thereof, shall from Time to Time, and at all Times, from henceforth, for ever hereafter stand and be seised thereof, and of every Part thereof, with the Appurtenances, and of, and in the Reversion and Reversions, Remainder and Remainders thereof, to the only proper Use and Behoof of the said E. W. his Heirs and Assigns for ever; and to or for none other Use, Intent or Purpose whatsoever. (Here add a Covenant for quiet Enjoyment, and a Covenant for future Assurance, and also a Covenant to produce the Deed to lead the Uses of the Fine in any Court of Record, for the Manifestation of the Title of the said E. W. And that the said Fine, and all other Fines, as to the said Premises shall be and Enure to the Use of the said E. W. and his Heirs.) *In Witness,*  
&c.

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*A Declaration of the Uses of a Fine agreed to be levied of Lands; First for the Payment of Debts due on several Bonds, and then to the Conusor for Life, Remainder to his Wife for Life, Remainder to such Persons, and for such Estates as they shall by Deed or Will Appoint, and for want of such Appointment to their Heirs, &c. subject to the Payment of all the just Debts of the Conusor, at the time of his Death.*

**T***His Indenture Tripartite made, &c. Between T. S. of, &c. and M. his Wife of the first Part, G. J. of, &c. and W. C. of, &c. of the second Part, and E. P. of, &c. and M. his Wife of the third Part. Whereas one Fine, Sur connaissance de droit come ceo, &c. to be pursued with Proclamations, according to the Form of the Statute, in that Case, made and provided. Is by and with the Consent and Direction of the said E. P. and M. his Wife, testified by their being made Parties to, and signing and sealing of these Presents, intended to be levied and acknowledged before the end of this present Hilary Term, in her Majesties Court of Common Pleas at Westminster, by the said T. S. and M. his Wife Deforcers to the said G. J. and W. C. Plaintiffs, and the Heirs of the said G. Of All that Messuage or Tenement, with the Yards, Gardens and Orchard thereunto belonging, with the Appurtenances. And also those six Parcels or Closes of Ground, called or known by the Name of, &c. containing, &c. All which said Messuage or Tenement and Lands, with the Appurtenances, are situate, lying and being in, &c. and were heretofore in the Possession of, &c. and now are in the Possession of, &c. and also*

one other Messuage, &c. and all Trees, Woods, Underwoods, and the Ground and Soil of the same Trees, Woods, and Underwoods, Waters, Profits, Commodities, Emoluments and Hereditaments thereunto belonging, or appertaining, or therewith, or any part thereof, as Part, Parcel or Member thereof, used or enjoyed; and also all such and the like Common of Pasture, in the Commons and Wafts of, &c. as hath been formerly used or enjoyed, with the said several Messuages or Tenements, Lands and Premises; and the Reversion and Reversions, Remainder and Remainders of the said Premises; and all Rents and Services, reserved, due, and payable by or upon any Lease, Demise or Grant whatsoever, made of the said Premises; and all the Estate, right Title, Interest, Claim and Demand whatsoever of him the said T. S. of, in, or to the said Messuages or Tenements, Lands and Premises, and of, in, and to every Part and Parcel thereof, with the Appurtenances: (All which said Messuages were purchased of, &c.) Which said Fine so intended to be levied and acknowledged, is to pass by the Name of two Messuages, one Barn, two Stables, two Gardens, two Orchards, four Acres of Land, eighteen Acres of Meadow, eighteen Acres of Pasture, and Common of Pasture, for all manner of Cattle, with the Appurtenances, in the Parish of, &c. in the County of, &c. or by such other apt Name or Names, as shall be advised. *Witnessth now this Indenture*, That it is the true Intent and Meaning of the said T. S. and M. his Wife, and also of the said G. J. and W. C. And it is hereby declared to be their true Intent and Meaning, that the said Fine, so or in any other manner, to be levied or acknowledged; and all other

Fines,



Fines, Conveyances and Assurances whatsoever, heretofore had, made, levied, acknowledged or executed, of the said several Messuages or Tenements, Lands, Hereditaments and Premises, herein before mentioned, or any Part thereof, either alone, by it self, or together, with any other Messuages, Lands, Tenements or Hereditaments, shall at all Times, as touching the said several Messuages, Lands, Hereditaments and Premises herein before mentioned, and every Part and Parcel thereof; Be and Enure, to and for the several Uses, Intents and Purposes, herein after mentioned, (that is to say) to the Use and Behoof of the said G. J. and W. C. and the Survivor of them, and the Executors and Administrators of such Survivor, until the Sum of 500 l. of, &c. and all Interest due, and to grow due for the same, upon the several Bonds herein after mentioned, shall be fully paid and satisfied unto the said M. now the Wife of the said E. P. her Executors or Administrators, or to the said G. J. and W. C. or one of them, or the Executors or Administrators of the Survivor of them, to and for the separate Use of the said M. P. her Executors, Administrators or Assigns, one of which Bonds is dated, &c. wherein and whereby the said T. S. by the Name of T. S. of, &c. is become, and standeth bound to the said M. now the Wife of the said E. P. by the Name of M. T. of, &c. in 400 l. of, &c. with Condition under Written, for the true Payment of 205 l. of like, &c. on, &c. And the other of the said Bonds is dated, &c. And from and after the Payment of the said 500 l. and Interest as aforesaid, to the Use and Behoof of the said T. S. and his Assigns, for and during the Term of his natural Life: And from and after his Decease, to the Use

and Behoof of the said M. S. and her Assigns, for and during the Term of her natural Life: And from and after the Decease of the Survivor of them the said T. S. and M. his Wife, *Then* to the Use of such Person or Persons, and for such Estate and Estates, as the said T. S. and M. his Wife, or the Survivor of them, shall by his or her last Will and Testament in Writing, or by any Deed or Deeds in Writing, to be by them, or the Survivor of them, duly sealed, executed and attested by two or more credible Witnesses, direct and appoint; and for want of such Direction and Appointment, to the Use and Behoof of the Heirs of the Body of the said M. S. by the said T. S. lawfully begotten, or to be begotten. And for want of such Heirs, to the Use and Behoof of the right Heirs and Assigns of the said T. S. for ever; subject and lyable nevertheless, at all Times, to the Payment of such just Debt or Debts, as the said T. S. and M. his Wife, or either of them, shall justly owe, at the respective Time or Times of his or her Death, and to or for no other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*Appointment and Limitation of the Uses of a Fine, levied, made by way of Collateral Security, for a Sum of Money, &c.*

**T**His Indenture made, &c. Between M. J. Wife of J. J. of, &c. of the one Part, and M. B. of, &c. of the other Part. *Whereas* by Indenture Tripartite, bearing Date, &c. made between the said J. J. and M. his Wife P. W. of, &c. and M. his Wife, J. H. of, &c. and M. his Wife, J. T. of, &c. and M. his Wife, S. P. of, &c. and M. his Wife, of the first Part; J. R. of,

of, &c. and W. W. of, &c. of the second Part, and N. W. of, &c. of the third Part; reciting therein that the said J. J. and M. his Wife, P. W. and M. his Wife, &c. did in *Trinity* Term then last past levy and acknowledge, in due course and form of Law, before the Justices of her Majesty's Court of Common Pleas at *Westminster*. One Fine, *San conuissance de droit come ceo*, &c. with Proclamations, according to the Form of the Statute in that Case, made and provided, (amongst other Lands, and with other Persons) Of *All* that Messuage, &c. Situate, &c. And of all and singular the Closes and Parcels of Land, Meadow and Pasture to the same belonging, therewithal held and enjoyed, and in the same Indenture particularly mentioned. And of the Rents, Reversions, Remainders and Services thereof, by the Name or Names of, &c. or by some other apt Name or Names, Quantities, Qualities, Contents and Numbers of Acres. And it was by the said recited Indenture declared and agreed, by and between all and every of the said Parties thereunto, and the true Intent and Meaning of them, and every of them, and of the same Indenture, at the Time of the levying the said Fine was, that the said Fine, and the full Force and Effect thereof should be, and Enure, and should be deemed, adjudged, construed and taken to be, and Enure, and was thereby declared to be, and Enure, as for and concerning the said Messuage and Tenement, Situate, &c. and the said several Closes to the same belonging, and therewith held and enjoyed; (amongst other Lands) to such Use and Uses, and for such Estate and Estates, and in such manner and form as the said M. Wife of the said J. J. at any Time or Times during her natural Life, by



any Deed or Deeds in Writing, under her Hand and Seal, testified by three or more credible Witnesses, or by her last Will and Testament, either alone or together with her said Husband should Limit, direct or appoint; and for want of such Limitation, Direction or Appointment, to the Use of the said M. J. her Heirs and Assigns, for ever, as in and by the said recited Indenture may appear. *And whereas* the said J. J. and M. J. his Daughter, by one Bond or Obligation, bearing equal Date with these Presents, are become bound to the said M. B. in the penal Sum of 200 l. with Condition under Written, for the Payment of 100 l. on, &c. as by the same Obligation and Condition may appear. *Now this Indenture witnesseth*, That for the better securing the Payment of the said Sum of 100 l. according to the Condition of the said recited Obligation. The said M. J. Wife of the said J. J. doth hereby limit, direct and appoint, that the said Fine so levied, as aforesaid, shall from Time to Time, and at all Times hereafter be and Enure, as for and concerning the said Messuage, &c. And that the said N. W. and his Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seised, or which shall stand, or be seised of, and in the same Messuage, Tenement and Premises, shall from Time to Time, and at all Times hereafter stand and be seised thereof, and of every Part and Parcel thereof, with the Appurtenances, to and for the Use and Behoof of the said M. B. her Executors, Administrators and Assigns, for and during the Term of 500 Years next and immediately ensuing and following, and fully to be compleat and ended, without Impeachment of Waste. *Provided* always, and upon Condition, that if the said J. J. and

and M. J. the Daughter, or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said M. B. her Executors, Administrators or Assigns, the said full Sum of 100 l. of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition of the said recited Obligation, That then and from thenceforth these Presents, and every Thing herein contained shall cease, determine, and be void to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof, in any wise notwithstanding. *And lastly*, It is agreed between the said Parties to these Presents, that the said M. J. the Mother, her Heirs and Assigns, shall and may at all Times until Default, shall be made in Performance of the Proviso or Condition aforesaid, peaceably and quietly have, hold and enjoy the said Premises herein before limited, in Use to the said M. B. and receive and take the Rents, Issues and Profits thereof, to her and their own proper Use and Benefit; any Thing herein contained to the contrary notwithstanding. *In Witness, &c.*

*A Direction and Appointment on assigning over a Mortgage, made from the Mortgagor, and former Mortgagee, to Trustees of the new Mortgagee or Assignee, That they shall stand seised of the Premises mortgaged; In Trust for the new Mortgagee, for better securing the Payment of the Mortgage Money, &c.*

**T**His Indenture Quadrupartite made, &c. Between J. W. of, &c. of the first Part, T. M. of, &c. of the second Part, C. H. of, &c. W. F. of, &c. R. B. of, &c. and A. H. of, &c. of the third Part,

Part, and H. P. of, &c. and P. M. of, &c. of the fourth Part. *Whereas, &c.* [ *Here recite a Mortgage from the said J. W. to the said T. M. &c.* ] *And whereas* in and by one Indenture Sextipartite, bearing Date, &c. last past, made between the said J. W. Party hereto of the first Part; the said T. E. and W. E. of the second Part; the said T. M. of the third Part; the said C. H. of the fourth Part; the said W. F. and R. B. of the fifth Part; and the said A. H. of the sixth Part. He the said T. M. in Consideration of the Sum of 1200 *l.* of, &c. to him in Hand paid by the said C. H. And of the further Sum of 815 *l.* more of the like, &c. to him paid by the said A. H. He the said T. M. *Did Assign All* and singular the said Premises above mentioned (amongst other Things.) And the said J. W. Party hereto in Consideration of, &c. to him paid by the said A. H. And the said T. E. and W. E. in pursuance of their Trust, and for 5 *s.* in Money, *Did ratifie* and confirm the same Premises unto the said C. H. W. F. R. B. and A. H. *To hold* to them their Executors, Administrators and Assigns, for and during the Remainder of two several Terms of 1000 Years, and 1000 Years therein mentioned, which was then to come, and unexpired. But the said last recited Indenture was by a Proviso or Condition therein contained, made Defeasable on Repayment by the said J. W. Party to the said last Indenture of the several Sums following, (to wit) to the said C. H. of the Sum of 1200 *l.* and Interest, and to the said A. H. of the Sum of 815 *l.* and Interest, &c. at certain Days therein mentioned, then and yet to come, as by the said recited Indenture may more fully appear. *Now this Indenture witnesseth*, That the said T. M. in Consideration that he is fully paid and



and satisfied his said Debt, and all Interest due for the same, in manner, as in the said last recited Indenture is expressed. And the said J. W. Party hereto for the better securing, and more sure Payment of the said several Sums of Money to the said C. H. W. F. R. B. and A. H. respectively, with Interest for the same, in such manner as in the said Proviso in the said last recited Indenture contained, is mentioned and expressed. He the said T. M. and the said J. W. Parties hereto *Have*, and either of them hath directed and appointed, and by these Presents do, and either of them doth, direct and appoint, That the said H. P. and P. M. their Heirs and Assigns, shall from henceforth, for ever hereafter, stand seised and possessed of, and interested in *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, in the said first above recited Indenture contained, *In Trust* for the said C. H. W. F. R. B. and A. H. their Executors, Administrators and Assigns, and subject to the Proviso or Condition in the said last recited Indenture contained, above mentioned, to bear Date, &c. last past. And the said T. M. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said C. H. W. F. R. B. and A. H. their Executors, Administrators and Assigns, That he the said T. M. hath not done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the said Premisses above mentioned, or any Part thereof, are, is, shall or may be charged or incumbered, in Title, Estate, or otherwise howsoever. *In Witness, &c.*

*An Appointment and Disposition of Moneys due on a Mortgage to Trustees, made by a Woman Covert, according to a Power given by Marriage Articles.*

**W**Hereas in and by certain Articles of Agreement Quadrupartite, bearing Date, &c. made between the Right Honourable A. Lord Baron of K. of the first Part; the Honourable the Lady A. now Wife of the said Lord K. by the Name of A. D. of, &c. of the second Part; the Right Honourable W. Lord B. Baron of S. and J. G. of, &c. Esq; of the third Part, And T. E. of, &c. and J. E. of, &c. Esqs; of the fourth Part; reciting therein (amongst other Things) that there was a Marriage then intended to be had between the said Lord K. and A. D. And that one N. W. Esq; and the said T. E. were possessed of, and interess'd in a Mortgage made by R. B. Esq; and others to A. B. Widow, which by mean Assignments was since come to them for securing the Sum of 1000 *l.* and Interest, *In Trust* for the said Lady A. K. therein then called A. D.) He the said Lord K. did thereby covenant and agree with the said T. E. and J. E. that they the said T. E. and J. E. should from thenceforth stand possessed and interess'd of and in the said 1000 *l.* owing by the said R. B. and the mortgaged Lands whereby the same were secured upon the Trusts, and to the Intents and Purposes following, (that is to say,) *In Trust*, that they would receive the Interest thereof, and pay the same to the proper Hands of the said Lady A. for her separate Use. And that her single Acquittance should be a good Discharge for such Payment, notwithstanding her Coverture. And that

that the said Lord K. should have nothing to do therewith. *And* further, that the said Lady A. might during her Life, or by her last Will, or any other Writing, whether she should be sole or under Coverture, without the Consent of the said Lord K. give and dispose of the said 1000 *l.* or any part thereof, to such Person or Persons, and in such Manner and Form as she should think fit. *And whereas* the said Lady A. K. hath received all the Interest of the said 1000 *l.* until the Day of the Date hereof; And the said R. B. hath also paid in the said 1000 *l.* principal Money: *Now know all Men* by these Presents, that I the said Lady A. K. do hereby dispose, direct and appoint the said T. E. and J. E. to pay 500 *l.* part of the above mentioned Sum of 1000 *l.* unto, &c. And the Sum of 500 *l.* more, Residue thereof to, &c. upon a Mortgage by him made, or to be made to them for securing the Repayment thereof, with Interest: But upon the like Trusts for me, as in the said Articles are contained, And I do hereby declare that such Payments to the said, &c. severally, with each of their Receipts respectively therefore, shall be as effectual, and as full Discharges, as if the said 1000 *l.* were actually paid to, and received by my self, with my mine own Hands. *In Witness, &c.*



*An Appointment of a Legacy given by Will to a Woman for her separate Use, made by the Woman for the Benefit of her Children, &c.*

**T**O all People, &c. M. the Wife of J. R. of, &c. sendeth Greeting. Whereas M. G. of, &c. Widow, made her last Will and Testament in Writing, bearing Date, &c. and thereby gave and bequeathed to the said M. R. by the Name of her Grand-daughter M. B. 300 l. for her sole Use and Benefit, so as no Husband as she should thenceafter marry should have any Thing to do therewith; and directed that her Receipt alone, tho' married, should be a good Discharge to her Executors therefore: And appointed that her said Grand-daughter, after Receipt of the said 300 l. should put out the same at Interest in some Friend's Name, *In Trust* for her separate Use, and receive the Interest of it; and that if she died, and left any Child or Children, then she was to give the same to them by such Proportions, and in such Manner, as she should think fit. And of her said Will, made and constituted her Son-in-Law S. B. sole Executor, as thereby may appear; and shortly after died. And the said S. B. hath since proved the said Will, and hath paid the said 300 l. to the said M. who hath since let out the same at Interest, and taken Bond therefore in the Names of T. E. &c. *In Trust* for her separate Use. Now know ye further by these Presents, That the said M. Wife of the said J. R. doth hereby direct and appoint, that the said 300 l. shall after her Death be equally divided between all and every such Child and Children as she shall leave at the Time of her Decease, and to be paid to each of them

them severally when and as they attain their Ages of 21 Years, or be married, which first happen respectively, and the Interest thereof to be applied in the mean time for their better Maintenance. And in case she shall have no such Child that shall live to attain that Age, then she doth hereby direct and appoint her said Trustees to pay the said 300 *l.* in Manner following; (that is to say) 100 *l.* Part thereof to, &c. 50 *l.* Part thereof to, &c. and 150 *l.* Residue thereof to, &c. And doth appoint her said Trustees to deduct out of the first Interest that shall arise or be made of the said 300 *l.* after her Death, two Guineas apiece for their Care and Trouble about the said Trust. *In Witness, &c.*

*A Nomination and Appointment of Ministers to preach Sermons pursuant to a Will.*

**T**O all People, &c. *Whereas* E. S. of, &c. in and by his last Will and Testament in Writing, bearing Date, &c. *Did* give and bequeath unto Sir J. S. Kn<sup>t</sup>, and to his Heirs, and to the Vicar and Church-wardens of, &c. afore-said for the Time being, for ever, one Annuity or yearly Rent of 2 *l.* payable and to be paid out of a Ground called, &c. situate, &c. in and upon, &c. by even Portions, for the Uses, Intents and Purposes following; (that is to say) To pay 10 *s.* apiece to four Ministers of the Gospel therein named, for preaching each of them a Sermon on the four Days mentioned yearly for ever, (to wit) &c. One Sermon by each on each Day; and after their Deaths, then the said Sir J. S. his Heirs or Assigns, and the Vicar and Church-wardens of, &c. afore-said for the Time being were to make Choice of four godly and able

able Ministers in their Rooms, who should preach the said four Sermons yearly in Manner as therein is expressed. *And whereas* all the four Ministers therein named are long since dead, and the said Sir J. S. is also dead, and J. S. Esq; is Grandson and Heir of the said Sir J. S. *Now know ye further* by these Presents, That the said J. S. and E. B. now Vicar of, &c. and, &c. Church-wardens of the said Parish, do hereby choose and nominate S. T. of, &c. to preach a Sermon yearly in the Parish-Church of, &c. aforesaid on the Feast-day of, &c. and J. J. of, &c. Clerk, to preach a Sermon yearly in the same Parish-Church on the Feast of, &c. and R. K. of, &c. *at supra*, and the said E. B. to preach, &c. and that each of them shall and ought to have and receive 10s. apiece for such his Sermon, pursuant to the aforesaid Gift of the said E. S. *In witness,* &c.

*An Appointment of Lands settled by a Wife on her Marriage with her former Husband, to her self until the Marriage solemnized, and afterwards to her Husband for Life, Remainder to her self for Life, Remainder to Trustees for 60 Years to pay 100 l. to whom she should appoint, Remainder to her Issue by her former Husband; and for Default of such Issue, to whom she should appoint, made on marrying a second Husband, to limit the Lands to her Husband and self, and their Heirs.*

**T**O all People, &c. J. C. the now Wife of W. C. of, &c. sends Greeting. *Whereas* the said J. C. whilst she was sole (by the Name of J. E. of, &c.) by Indentures of Lease and Release, bearing Date, &c. in Consideration of a



Marriage then agreed upon between the said J. and one T. W. of, &c. *Did* grant, convey, release and confirm unto W. W. of, &c. and R. W. of, &c. *All that* Messuage, &c. *To be had and bolden* unto the said W. W. and R. W. their Heirs and Assigns for ever, to the Uses following; (that is to say) *To* the Use of the said J. E. her Heirs and Assigns, until the said then intended Marriage between the said T. W. and the said J. E. should be had and solemnized; and afterwards to the Use of the said T. W. for Term of his natural Life; and after his Decease, to the Use of the said J. E. for Term of her natural Life, without Impeachment of Waste; the Remainder to the said W. W. and R. W. their Executors, Administrators and Assigns, for the Term of sixty Years, without Impeachment of Waste, *In Trust* for the raising of 100 l. to be paid to such Person or Persons, and in such Manner as the said J. with or without the Consent of the said T. W. by any Writing under her Hand and Seal, testified by two or more credible Witnesses, or by her last Will and Testament in Writing, should direct, limit or appoint. And from and after the End or other Determination of the said Term of 60 Years, to the Use of the Heirs of the Body of the said J. E. by the said T. W. lawfully to be begotten: And for Default of such Heirs, to the Use of such Person and Persons, and his and their Heirs and Assigns for ever, as the said J. E. with or without the Consent of the said T. W. by any Writing under her Hand and Seal, testified by two or more competent Witnesses, or by her last Will and Testament in Writing so attested, should nominate, direct, limit or appoint: And for Default of such Nomination, Limitation, Direction or Appointment as aforesaid,

said, to the Use of the said T. W. his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever; as in and by the said Indenture of Release may appear. *And whereas* the said Marriage did afterwards take Effect, and the said T. W. is since dead, and she the said J. E. hath since intermarried with the said W. C. her present Husband. *Now know ye,* That the said J. C. in Consideration of the said Marriage last mentioned, and for other Considerations her thereunto moving, *Hath* (in Pursuance of the Power to her reserved and given in and by the said recited Indenture of Release) limited, ordered, directed and appointed, and by this present Writing signed with her Hand, and sealed with her Seal, in the Presence of J. T. J. B. and A. D. being three credible Witnesses, doth order, direct, limit and appoint, That all and singular the said Premises above mentioned, with the Appurtenances, shall from henceforth for ever hereafter be and remain; and the said W. W. and R. W. and their Heirs, and all and every other Person and Persons, and his and their Heirs, standing and being seized of and in the said Messuage, Tenement and Premises above recited, shall at all Times hereafter stand and be seized thereof, and of every Part and Parcel thereof, with the Appurtenances, to the Use and Behoof of the said W. C. and J. his Wife, their Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever. *In Wit-*

*ness, &c.*

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## Surrenders.

*A Surrender of a House in London to a Man and his Heirs on Condition, in Nature of a Mortgage.*

**T**His Indenture made, &c. Between S. B. of, &c. Widow, (Relict and late Wife of R. B. late of the same Place, Merchant, deceased) of the one Part; and W. B. of, &c. Son and Heir of the said R. B. of the other Part: *Witnesseth*, That the said S. B. for and in Consideration of the Sum of 10 s. of, &c. to her in Hand paid by the said W. B. the Receipt whereof she doth hereby acknowledge: She the said S. B. Hath granted, remised, released, surrendred, yielded up, and for ever quit claimed, and by these Presents doth grant, &c. unto the said W. B. his Heirs and Assigns for ever, *All* that Messuage or Tenement formerly erected and built by J. J. late Citizen and Grocer of London deceased, situate and being in, &c. Street, in the Parish of, &c. London, as the same adjoineth unto a new-built Brick Messuage or Tenement, now or late of, &c. on the East or Easterly Part thereof, and adjoineth to another new-built Messuage or Tenement, lately built and erected by the said J. J. and formerly in his Tenure or Occupation, and since in the Tenure of the said R. B. deceased, and of, &c. of one of them, on the West or Westerly Part thereof: Which said Messuage or Tenement herein mentioned to be hereby released and surrendred, is now or lately was called or known by the Name or Sign of, &c. and was once in the Tenure or Occupation of

G g

J.R.



J. R. Mercer, and was built and erected by the said J. J. upon a Toft or Piece of Ground that was conveyed or mentioned to be conveyed to the said J. J. and his Heirs by, &c. and which, by good Conveyances and Assurances in the Law, was since conveyed and assured to the said R. B. his Heirs and Assigns: And all and singular Edifices, Buildings, Rooms, Chambers, Shops, Cellars, Sellar, Lights, Easements, Ways, Waters, Water-courses, Emoluments, and other Advantages, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement before mentioned to be hereby granted and released, or to any Part or Parcel thereof in any wise belonging or appertaining, or to or with the same, or any Part or Parcel thereof, now or heretofore used, held, letten, set, occupied or accepted, reputed, taken or known, as Part, Parcel and Member thereof, or as belonging thereunto. And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of her the said S. B. of, in and to the said Messuage, Tenement and Premises above mentioned; and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* the said Messuage, Tenement and Premises above mentioned, with the Appurtenances, unto the said W. B. his Heirs and Assigns, *To the only proper Use and Behoof* of the said W. B. his Heirs and Assigns for ever. *Provided* always, and upon Condition, That if the said W. B. his Heirs or Assigns, do not nor shall well and truly pay or cause to be paid unto the said S. B. her Executors, Administrators or Assigns, the full Sum of 500*l.* of, &c. in and upon, &c. next coming; that then and from thenceforth these Presents, and every Thing herein contained, shall cease

cease and be void, any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

*A Surrender of a Messuage or Tenement, and Lands, held for 99 Years, to the next in Reversion, and his Heirs.*

**T**O all People, &c. *A. B.* of, &c. sendeth Greeting. *Whereas* the said *A. B.* is possessed of and interested in one Messuage or Tenement lying and being in, &c. for the Remainder of a certain Term of 99 Years, determinable on the Deaths of him the said *A. B.* and *C. D.* of, &c. the Reversion whereof doth belong to *E. F.* of, &c. Esq; *Now know ye,* That the said *A. B.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *E. F.* the Receipt whereof the said *A. B.* doth hereby confess and acknowledge: He the said *A. B.* hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said *E. F.* his Heirs and Assigns for ever, the said Messuage or Tenement, and Premises above mentioned, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same. *In Witness, &c.*

*A Surrender of Lands held by Chattel Lease made to him next in Reversion.*

**T**O all People, &c. *A. H.* of, &c. sendeth Greeting. *Whereas* the said *A. H.* by Vertue of one Indenture of Lease bearing Date, &c. granted by, &c. stands possessed of, and interested in, all that Messuage or Tenement, with

the Appurtenances, situate, &c. and of and in all those Closes, &c. to the said Messuage or Tenement belonging or appertaining, for the Remainder of a certain Term of Ninety nine Years, determinable on the Death of the said A. H. as by the said Lease may appear. *Now know ye*, That the said A. H. for and in Consideration of the Sum of, &c. to her in Hand paid by W. S. of, &c. the Receipt whereof she doth hereby acknowledge: She the said A. H. *Hath* granted, bargained, sold, surrendred, yielded up, and for ever quit claimed, and by these Presents doth grant, &c. unto the said W. S. (to whom the Reversion and Inheritance of the said Premisses doth belong and appertain) and to his Heirs and Assigns for ever, *All* and singular the said Messuage, Tenement, Closes, Lands, Hereditaments and Premisses above mentioned, with the Appurtenances: And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of her the said A. H. of, in and to the said Messuage, Tenement and Premisses, with the Appurtenances; so that neither she the said A. H. her Executors, Administrators or Assigns, or any of them, shall or may have, claim, challenge or demand the said Premisses, or any Part thereof, or any Estate, Right, Title or Interest, of, in and to the same, or any Part thereof: But shall and will at all Times hereafter, of and from all and every Action, Right, Title or Interest of, for and concerning the said Premisses, and every Part thereof, be barred and for ever excluded by these Presents. *And* the said A. H. for her self, her Executors, Administrators and Assigns, doth covenant and grant to and with the said W. S. his Heirs and Assigns, That he the said

W. S.



W. S. his Heirs and Assigns, shall and may at all Times hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy, *All* and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of her the said A. H. her Executors, Administrators or Assigns, or of any other Person or Persons claiming, or to claim, by, from or under her. *In Witness, &c.*

*A Surrender of a Lease for Life of Church Lands to the Bishop.*

**T**O all People, &c. B. M. of, &c. sendeth Greeting. *Whereas* I the said B. M. am at this present lawfully and sole seized for Term of my natural Life, of and in *All* that Messuage or Tenement, with the Appurtenances, now in the Tenure or Occupation of, &c. set, lying and being in, &c. by Vertue of one Indenture of Lease bearing Date, &c. thereof made and granted, by the Right Reverend Father in God, J. late Bishop of, &c. unto me the said B. M. and to R. my then Wife, and now deceased, and to B. M. the younger, then my Son and now also deceased, for Term of our Lives, and the Life of the longest Liver of us. *And whereas* the said Reversion of *All* and singular the said Premises doth belong and appertain to the Right Reverend Father in God, S. by Divine Permission now Lord Bishop of, &c. and his Successors. *Now know ye*, That I the said B. M. for divers good Causes and Considerations me thereunto moving, *Have* surrendered and yielded up, and by these Presents do fully, freely and

absolutely surrender and yield up unto the said S. Lord Bishop of, &c. and his Successors, as well the said Messuage or Tenement, and other the Premises, with the Appurtenances; as also all my Estate for Term of my natural Life of and in the same, together with the said Indenture, and all my Right, Title and Interest, of and in all and singular the Premises, with the Appurtenances; *To have and to hold* the said Messuage or Tenement, and Premises, with the Appurtenances, unto the said S. Lord Bishop of, &c. and his Successors, from henceforth for ever. *In Witness, &c.*

*A Surrender of a Lease to a Dean and Chapter, upon Condition to grant a new Lease.*

**T**His Indenture made &c. Between A. N. of, &c. of the one Part; and R. L. of, &c. Dean of, &c. and the Chapter of the same Church, of the other Part. *Whereas* in and by one Indenture bearing Date, &c. made between W. A. of, &c. of the one Part, and R. G. of, &c. of the other Part; the said W. A. did, for the Considerations therein mentioned, demise, grant, and to Farm let, unto the said R. G. *All that* Messuage, &c. situate, &c. then or late in the Tenure of, &c. *To hold the same* unto the said R. G. his Executors and Assigns, from the Day of the Date of the said Indenture, for the Term of 99 Years, and fully to be compleat and ended, if, &c. should so long live, *And* under the yearly Rent of, &c. as in and by the said recited Indenture (Relation being thereunto had) more at large may appear. *And whereas* the said Messuage or Tenement, and Premises, are since by mean Assignments lawfully come to the said

said A. N. for the Remainder of the said Term of 99 Years above recited, which is now to come and unexpired. Now the Indenture witnesses, That the said A. N. for and in Consideration, and to the Intent and Purpose that the said Dean and Chapter, or their Successors, shall and will before, &c. next ensuing the Date hereof demise, grant, and to Farm let, unto the said A. N. his Heirs and Assigns, *All* and singular the above mentioned Premises, with the Appurtenances; *To have and to hold* the same Premises unto the said A. N. his Heirs and Assigns, for and during the natural Lives of him the said A. N. and, &c. and the Life of the longest Liver of them, *Hath* surrendered and yielded up, and by these Presents doth surrender and yield up unto the said Dean and Chapter the above recited Indenture of Lease of the Premises, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, which the said A. N. now hath in or to the Premises, or in or to any Part or Parcel thereof, by Vertue of the said Indenture of Lease, and any Assignment and Assignments thereof whatsoever. *Provided* always, and upon Condition nevertheless, That if the said Dean and Chapter, or their Successors, shall not before the said, &c. next ensuing the Date hereof, make a good and sufficient Lease in the Law, of *All* and singular the Premises above mentioned, unto the said A. N. his Heirs and Assigns, for the Term of the Lives of him the said A. N. and, &c. as is before expressed, according to the true Intent and Meaning of these Presents, then this Surrender to be utterly void and of none Effect; any Thing here in contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*



*A Surrender or Assignment of a Copyhold Estate to  
the Lord of the Manor.*

**T**O all People, &c. M. C. of, &c. sendeth Greeting. Whereas the said M. C. by Vertue of a Copy of Court-Roll of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of, and interess'd in, one Tenement, &c. being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor; as by the said Copy of Court-Roll more at large may appear. Now these Presents witness, That the said M. C. for and in Consideration of the Sum of, &c. to her in Hand paid by W. B. of, &c. Esq; present Lord of the Manor of, &c. aforesaid; the Receipt whereof the said M. C. doth hereby confess and acknowledge; Hath assigned, transferred and set over, and by these Presents doth assign, &c. unto the said W. B. the before recited Tenement, &c. with the Appurtenances; and all the Right, Title, Interest, Claim and Demand whatsoever of her the said M. C. of, in and to the same, by Vertue of the said Copy of Court-Roll or Custom of the said Manor, or otherwise howsoever, together also with the said Copy. And to the Intent the said W. B. may become as lawfully and absolutely possessed of the said Settlement, Lands and Premises, as of other Parts of the said Manor now in his Hands, the said M. C. doth hereby covenant and promise to and with the said W. B. his Heirs and Assigns, That she the said M. C. shall and will at the next Court Baron, to be held for the said Manor of, &c. or at any other Time or Times, upon the Request,

and  
and

and at the Costs and Charges of the said W. B. or his Heirs, surrender into his or their Hands, or into the Hands of the Steward of the said Manor or otherwise, according to the Custom of the said Manor, To the Use of the said W. B. his Heirs and Assigns, the aforesaid Tenement, *&c.* and all the Lands, Meadows, Pastures, Feedings, and Commons to the same belonging or appertaining, and all her Right, Title, Claim and Demand whatsoever, of, in and to the same.

*And also,* That she the said M. C. shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law of the said W. B. his Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better, and more perfect assuring and conveying of the said Tenement, Lands and Premises, To the Use of the said W. B. his Heirs and Assigns; as by him or them, or his or their Council learned in the Law, shall be reasonably devised, or advised and required. *And further,* That at the Time of

such Surrender or Surrenders, or other Assurance or Assurances to be made of the said Tenement, Lands and Premises, the same shall be free and clear, and freely and clearly acquitted and discharged of and from all former Surrenders, Forfeitures, and other Incumbrances whatsoever, had, made, done, or wittingly or willingly suffered by her the said M. C. or by any other Person or Persons lawfully claiming by, from, or under her. *In Witness, &c.*

*A Surrender of a Term granted by Will.*

**T**His Indenture made, &c. Between G. H. of, &c. of the one Part; and R. G. of, &c. of the other Part. Whereas in and by the last Will and Testament of Sir R. G. of, &c. bearing Date, &c. he the said Sir R. G. having appointed several Sums of Money to be paid unto the said H. G. and, &c. severally and respectively, as is therein expressed, Did give and devise unto the said H. G. All that Messuage or Tenement, &c. for the Term of, &c. and of the said Will made the said H. G. sole Executor; as in and by the said last Will and Testament (amongst other Things therein contained) may appear. And whereas the immediate Reversion and Freehold of the said Messuage or Tenement, and Premises, expectant upon the Determination of the said Term of, &c. belongs to the said R. G. Now this Indenture witnesseth, That the said H. G. for and in Consideration of a competent Sum of Money to him in Hand paid, or secured to be paid, by the said R. G. at or before the sealing and delivery of these Presents, for and towards the Payment of the said several Sums of Money in and by the said last Will and Testament appointed to be paid; the Receipt of which Money, or Security for the same, he the said H. G. doth hereby acknowledge; and for other good Causes and Considerations him thereunto moving, Hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said R. G. All the Estate, Term of Years, and Interest whatsoever of him the said H. G. of and in All that the said Messuage or Tenements, &c. with all and every the Houses, &c. and Appur-



purtenances, and of and in all and singular other the Messuages, Houses, Lands, Tenements and Hereditaments whatsoever, late of him the said R. G. in, &c. aforesaid, with their and every of their Appurtenances, given and devised by the last Will and Testament of the said Sir R. G. to the said H. G. as aforesaid. And the said H. G. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. G. and his Assigns, by these Presents, That he the said H. G. hath not made any former Surrender, Grant, Lease or Estate of the said Messuage or Tenement, and Premises; nor done, committed, or willingly and wittingly suffered any Act, Matter or Thing whatsoever, whereby all the Residue of the said Estate and Term of, &c. to him the said H. G. by the said last Will and Testament of the said Sir R. G. given and bequeathed, which is yet unexpired, may not by these Presents be fully and absolutely surrendered and yielded up in Manner aforesaid. *In Witness, &c.*

*A Surrender of an Office.*

**T**O all to whom these Presents shall come, C. C. of, &c. Esq; and J. D. of, &c. Esq; send Greeting. Whereas his late Majesty King William the Third, by Letters Patent under his Great Seal of England, bearing Date, &c. Did grant unto the said J. D. for his Life, the Office of, &c. together with the yearly Sallary and Allowance of, &c. and all other Fees, Profits and Advantages to the said Office belonging. And whereas our Sovereign Lady Anne that now is, by Letters Patent under her Great Seal of Great Britain, bearing Date, &c. Did grant the said

said Office, Fees and Premisses, unto the said C. C. *To hold* after the Determination of the Estate and Interest of the said J. D. therein for his Life, during the Life of the said C. C. as by the said several Letters Patents may more at large appear. *Now know ye*, That the said C. C. and J. D. for good Considerations them thereunto moving, *Have*, and either of them hath granted, surrendred and yielded up, and by these Presents do, and either of them doth grant, surrender and yield up, unto our Sovereign Lady the Queen's most excellent Majesty that now is, her Heirs and Successors, the Office, Fees, and other the Premisses above mentioned, and every of them, and all their and either of their Estates, Rights, Title, Interest, Claim and Demand whatsoever, of, in and to the same, and every Part and Parcel thereof, by Force or Vertue of the said several Letters Patents, or either of them, or otherwise howsoever, together with the said several Letters Patents to be cancelled. *In Witness, &c.*

*A Surrender or Assignment of a Mortgage, made by the Mortgagee back to the Mortgagor, on paying the Mortgage Money.*

**T***His Indenture made, &c. Between J. L. of, &c. of the one Part; and Sir E. H. of, &c. of the other Part. Whereas in and by one Indenture, bearing Date, &c. made or mentioned to be made between the said Sir E. H. and J. A. R. A. &c. of the one Part; and the said J. L. of the other Part: He the said Sir E. H. and also they the said J. A. and R. A. &c. for and in Consideration of the Sum of 500 l. of, &c. therein mentioned, to be paid by the said J. L. to the*

said

said Sir E. H. and for other Considerations in the said Indenture mentioned, *Did* demise, grant, bargain and sell, unto the said J. L. his Executors, Administrators and Assigns, *All* that Messuage, &c. situate, &c. *To hold* the same Premises unto the said J. L. his Executors, Administrators and Assigns, from thenceforth unto the full End and Term of 500 Years thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waste, under the yearly Rent of a Pepper-Corn. But in the said Indenture there is a Proviso or Condition contained, That if the said Sir E. H. did pay unto the said J. L. the said Sum of 500 *l.* with lawful Interest for the same, in and upon, &c. next ensuing the Date of the said Indenture, and now last past; that then the said J. L. his Executors, &c. should surrender, assign, or otherwise transfer, *All* and singular the Premises above mentioned, with the Appurtenances, and all his Estate, Term and Interest therein to the said Sir E. H. his Heirs and Assigns, or to whom he or they should direct and appoint; as in and by the said recited Indenture more at large may appear. *And whereas* all Interest of the said 500 *l.* is fully paid and satisfied to the Day of the Date of these Presents: *Now this Indenture witnesseth*, That the said J. L. for and in Consideration of the Sum of 500 *l.* of, &c. to him in Hand paid by the said Sir E. H. at and before the sealing and delivery of these Presents, the Receipt whereof the said J. L. doth hereby acknowledge; he the said J. L. *Has* assigned and surrendered, and by these Presents doth assign and surrender unto the said Sir E. H. his Heirs and Assigns, *All* and singular the said Messuages, Tenements, Lands, Hereditaments and Pre-



Premises above mentioned, and in and by the said recited Indenture demised and granted, or mentioned to be demised and granted unto him the said J. L. And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said J. L. of, in and to the said Premises, and of, in and to every Part and Parcel thereof: *To have and to hold* the said Messuages or Tenements, Lands, Hereditaments, and all and singular other the Premises above mentioned, with their and every of their Appurtenances, unto the said Sir E. H. his Heirs and Assigns, for all the Estate, Term and Interest, as he the said J. L. hath or ought to have therein. *And* the said J. L. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant and grant to and with the said Sir E. H. his Heirs and Assigns, by these Presents, That he the said J. L. hath not done any Act or Thing, whereby the Premises hereby assigned and surrendered, or mentioned to be assigned and surrendered, or any Part thereof, are or may be any Ways impeached, charged or incumbered, in Title, Estate or otherwise. *In Witness, &c.*

*A Surrender of a Trust, and Release of all Claims.*

**T**O all People, &c. I A. B. of, &c. send Greeting. Whereas by one Indenture of Lease, bearing Date, &c. [Here recite a Lease to the said A. B.] In which said Indenture, I the said A. B. do hereby declare, That my Name was only used in Trust for the Benefit and Behoof of C. D. of, &c. Now know ye, That I the said A. B. in discharging of the Trust in me reposed, and at the Request of the said C. D. Have re-

mked, released, surrendered, assigned and set over, and by these Presents, for me, my Executors and Administrators, do freely and absolutely remise, &c. unto the said C. D. his Executors and Assigns, All the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said A. B. have, or may have or claim, of, in or to the said Premises, or of and in any Sum of Money, or other Matter or Thing whatsoever in the said Indenture contained, mentioned and expressed; so that neither I the said A. B. my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege or other Thing, in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof and therefrom, and from all Actions, Suits and Demands, which I, my Executors or Assigns, may have concerning the same, shall be utterly excluded and for ever debarred by these Presents. *In Witness, &c.*

### Releases of Equity of Redemption, &c.

*A Release of the Equity of Redemption of Lands conveyed in Fee, and of Lands assigned for Term of Years, upon Trust, whereby the Trusts are declared in the Nature of a Settlement, &c.*

**T**His Indenture made, &c. Between L. A. of, &c. and G. his Wife, T. J. of, &c. and M. his Wife, Daughter of the said L. A. of the one Part; and R. G. of, &c. and T. W. of, &c. of the other Part: Whereas in and by certain Indentures of Lease and Release, bearing Date,

Date, &c. the Release being Tripartite, and made between the said L. A. of the first Part; G. S. of, &c. T. E. the elder, of, &c. T. C. of, &c. and A. M. of, &c. of the second Part; and the said R. C. and T. W. of the third Part; a Messuage or Tenement, with a Garden, Backside, and several Pieces and Parcels of Land, Arable, Meadow and Pasture thereto belonging, situate and being at, &c. with the Appurtenances, are granted and conveyed to the said R. C. and T. W. and their Heirs, upon such Trusts, and for such Ends, Intents and Purposes, as should be in and by these Presents limited, expressed and declared. *And whereas* by two several Assignments, each bearing Date the Day before the Date hereof, one made between the said L. A. of the first Part; the said T. E. the elder, W. B. of, &c. and T. E. the younger, of, &c. of the second Part; and the said R. C. and T. W. of the third Part; And the other made between the said L. A. of the first Part; the said G. S. T. E. T. C. and A. M. of the second Part; and the said R. C. and T. W. of the third Part; several Messuages, Lands and Tenements in the Parish of, &c. and within the Manor of, &c. with their Appurtenances, have been assigned to the said R. C. and T. W. for the Remainder of several Terms of Years therein mentioned, upon such Trusts, and for such Ends, Intents and Purposes, as should be herein likewise declared. *Now this Indenture witnesseth*, That the said L. A. for and in Consideration that the said G. his Wife, and T. J. and M. his Wife, have by Fine, and other good and sufficient Conveyances in the Law, joined with the said L. A. the elder, for the conveying of several Messuages, Lands and Tenements, with their Appurtenances, situate in, &c. wherein the said



G. was dowable, and the said M. when sole, had a Security for 300 l. And in Consideration also of the natural Love and Affection which the said L. A. hath and beareth to K. his Daughter, and for her better Maintenance and Livelihood in Time to come. And in Consideration also of the Sum of 5 s. of, &c. to the said L. A. the elder, in Hand paid by the said R. C. and T. W. the Receipt whereof is hereby acknowledged: He the said L. A. the elder, *Hath* remised and released, ratified and confirmed, and by these Presents doth remise and release, ratify and confirm unto the said R. C. and T. W. their Heirs, Executors and Administrators, *All* and singular the said Messuages, Lands, Tenements and Hereditaments, with their Appurtenances above mentioned to be conveyed and assigned; and also all his Estate, Right, Title and Interest, of, in and to the same, as well in Equity as in Law: *To have and to hold* the said Messuage, Lands, Tenements, Hereditaments and Premises above recited to be lying and being at, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said R. C. and T. W. their Heirs and Assigns, *To* the only proper Use and Behoof of the said R. C. and T. W. their Heirs and Assigns for ever. *And, To have and to hold* the said several Messuages, Lands, Tenements and Premises above recited to be assigned in, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said R. C. and T. W. their Executors, Administrators and Assigns, for and during all the rest and Residue of the said several Terms above mentioned, which are yet to come and unexpired: *Nevertheless* upon this especial Trust and Confidence, and to this End, Intent and Purpose, That they the said R. C.

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and

and T. W. and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall and will, *In* the first Place, out of the Rents and Profits of the said Premises, raise and pay the Sum of, &c. now due and owing to the said T. E. with Interest for the same: And in the next Place, shall and will raise and pay yearly and every Year, during the joint Lives of the said L. A. the elder, and G. his Wife, the clear yearly Sum of, &c. And shall and will also, during the Life of the said L. A. the elder, raise and pay to the said T. J. and M. his Wife, the like clear yearly Sum of, &c. And to each of them the said L. A. the younger, and K. A. the yearly Sum of, &c. apiece. And after raising and Payment of the said several Sums, *Then* they the said R. C. and T. W. shall, will, and ought to permit and suffer the Residue of the Rents and Profits of the Premises to be received and taken by the said L. A. and his Assigns, during his Life, for his sole Use and Benefit. And from and after the Decease of the said L. A. the elder, *Then* in Trust, That they the said R. C. and T. W. and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall and ought, either by Mortgage, Sale or otherwise, to raise and pay to the said T. J. and M. his Wife, the full Sum of 300 *l.* of, &c. within six Months after his Death, with usual Interest therefore from his Death; and shall and ought also in like manner to raise and pay to the said K. A. the like Sum of, &c. with Interest from his Death, she being unmarried, or having been married in the Life-time of her Father and Mother, with their Consent. And as to the Premises lying in, &c. charged and chargeable as aforesaid, in case the same shall not be sold for the Purposes aforesaid,

*In Trust* for the right Heirs of the said L. A. the elder. And as to the said Copyhold Lands held of the Manor of, &c. *In Trust* for the said G. A. for such and so long Time as she shall continue a Widow, sole and unmarried. And from and after her Death or Marriage, which first happen, then *In Trust* that the same shall and may be held and enjoyed by the said L. A. the younger, and C. A. during their Lives successively, according to the Custom of the said Manor of, &c. *Provided* always, and it is hereby agreed and declared, That it shall and may be lawful to and for the said R. C. and T. W. to receive and deduct out of the Rents and Profits of the said Premises, all their reasonable Costs, Charges, Expences and Damages, that they or any or either of them shall expend, lay out, sustain or be put unto, by reason of the Trust hereby in them reposed. And it is further agreed and declared, That each of them the said R. C. and T. W. shall be accountable for such Rents and Profits only as shall actually come to his own Hands severally, and not for the Rents or Payments of each other. And the said L. A. the elder, for himself, his Heirs and Assigns, doth covenant and grant to and with the said R. C. and T. W. their Heirs and Assigns, That (for and notwithstanding any Act, Matter or Thing by him the said L. A. the elder done to the contrary) All and singular the said Messuages, Lands, Tenements, Hereditaments and Premises abbove mentioned, shall from Time to Time, and at all Times hereafter, be, remain and continue, to, for and upon the several Uses, Trusts, Intents and Purposes herein before expressed and declared; and to and for none other Use, Intent, Trust or Purpose whatsoever. *In Witness, &c.*



*A Release of the Equity of Redemption of a Manor and Advowson, &c. mortgaged for 900 Years, where the Mortgage is assigned over several Times; and there is a Bill and Decree in Chancery to foreclose the Equity, which are particularly recited.*

**T**O all People, to whom these Presents shall come, Greeting. *Whereas* by Indenture of Grant, Bargain and Sale, bearing Date, &c. made between R. N. late of, &c. deceased, of the one Part; and T. K. and S. R. of, &c. and N. M. of, &c. of the other Part: He the said R. N. in Consideration of the Sum of 600 l. of, &c. therein mentioned to be paid to the said T. K. S. R. and N. M. and which was accordingly paid, *Did* grant, bargain, sell and demise unto the said T. K. S. R. and N. M. *All* that the Manor of, &c. with the Rights, Members and Appurtenances thereof in the said County of, &c. And all Messuages, Mills, Lands, Tenements, Meadows, Pastures, Woods, Underwoods, Heaths, Commons, Wastes, Fishings, Rents, Reversions, Court Leet Perquisites, and Profits of Courts and Leets, Foldcourse, Liberty of Foldage, Sheep-feeding, Royalties, Franchises, Emoluments and Hereditaments whatsoever to the said Manor belonging, incident or appertaining, or then or then before had, reputed or taken as Part, Parcel or Member thereof. And also the Advowson and Right of Patronage of the Rectory and Church of, &c. aforesaid. All which said Premises are situate, lying and being in, &c. or in some or any of them in the said County of, &c. and the Reversion and Reversions, Remainder and Remainders, of *All* and singular the

the aforesaid Manor, Advowson and Premises, and of every Part and Parcel of the same: *To be had and holden* unto the said T. K. S. R. and N. M. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said recited Indenture, unto the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any manner of Waste, *At* and under the yearly Rent of one Pepper-Corn, payable upon the Feast of, &c. (only if the same should be lawfully demanded:) Which said recited Indenture was, by a Proviso or Condition therein contained, made defeasible on Payment of the Sum of 615 *l.* at a Day long since past; as in and by the same Indenture may more fully appear. *And whereas* the said Sum of 615 *l.* or any Part thereof, was not paid upon the Day mentioned for the Payment of the same in the said Proviso, whereby the said recited Indenture, and the Estate thereby made or granted, became absolute in Law. *And whereas* by Indenture Tripartite of Assignment, bearing Date, &c. made between L. N. Son of the said R. N. of the first Part; the said T. K. S. R. and N. M. of the second Part; and J. W. Citizen and Stationer of London, of the third Part: In Consideration of the Sum of 616 *l.* of, &c. therein mentioned to be paid by the said J. W. to the said T. K. S. R. and N. M. and which was accordingly paid; and of 20 *l.* of like Money to the said L. N. also paid by the said J. W. They the said T. K. S. R. and N. M. *Did* bargain, sell, alien, assign and set over, and the said L. N. did ratify and confirm the said Manor, Advowson, Hereditaments and Premises, and all their Estate and Interest there-

in unto the said J. W. his Executors, Administrators and Assigns. *And whereas* by one other Indenture Tripartite of Assignment, bearing Date, &c. made between the said L. N. of the first Part; the said J. W. of the second Part; and R. J. of, &c. of the third Part: In Consideration of the Sum of 616 *l.* of, &c. to the said J. W. therein mentioned to be paid by the said R. J. and of the further Sum of 884 *l.* of like, &c. to the said L. N. therein mentioned to be paid also by the said R. J. He the said J. W. *Did* bargain, sell, alien, assign and set over, and the said L. N. did ratify and confirm the said Manor, Hereditaments and Premises, and all his Estate, Term and Interest therein, unto the said R. J. his Executors, Administrators and Assigns. *And whereas* in and by one other Indenture Tripartite, bearing Date, &c. made between the said L. N. of the first Part; the said R. J. of the second Part; and E. C. of, &c. of the third Part: In Consideration of the Sum of 1500 *l.* of, &c. to the said R. J. and of the Sum of 20 *s.* of like Money to the said L. N. in Hand paid by the said E. C. He the said R. J. (by and with the Consent and Direction of the said L. N.) *Did* bargain, sell, alien, assign and set over the said Manor, Hereditaments and Premises, and all his Estate, Term and Interest therein, unto the said E. C. his Executors, Administrators and Assigns: And the said L. N. for the Considerations aforesaid, did by the same Indenture ratify and confirm unto the said E. C. his Executors, Administrators and Assigns, the said recited Indenture of Grant, Bargain and Sale, and Indentures of Assignment; and also the said last recited Indenture, and the said Manor, Advowson, Messuages, Lands, Tenements, Hereditaments, and all other the



the Premises, with their Appurtenances: Which said last recited Indenture was, by a Proviso or Condition therein contained, made defeasible on Payment by the said L. N. unto the said E. C. of the Sum of 1500 *l.* and Interest, at several Days long since past; as in and by the said several Indentures may more fully appear. *And whereas* in and by one Indenture, bearing Date, &c. made between the said L. N. of the one Part, and the said E. C. of the other Part, reciting therein in effect as is herein before recited; and reciting also, that the said 1500 *l.* and the Interest thereof, were not paid according to the true Meaning of the said last recited Indenture, and that upon an Account that Day made up between the said L. N. and E. C. of and concerning the said Principal Money, and the Interest thereof, there remained justly due and owing from the said L. N. to the said E. C. the full Sum of 1650 *l.* of, &c. He the said L. N. in Consideration of the said Sum of 1650 *l.* so due and owing as aforesaid; and for the better securing and more sure Payment thereof, with Interest, in Manner therein after expressed; and for 5 *s.* in Money to him in Hand then paid by the said E. C. He the said L. N. did remise and release unto the said E. C. his Executors, Administrators and Assigns, the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Manor and Premises, by Virtue or Colour thereof, or otherwise howsoever: And also all Covenants, Clauses and Agreements in the same Indenture comprised, which on the Part and Behalf of the said E. C. his Executors, Administrators and Assigns, were to have been performed. And the said L. N. for the Consideration aforesaid, *Did* grant, bargain

and sell, release, ratify and confirm unto the said E. C. *All* and singular the said Manor, Advowson, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances : And also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances : And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said L. N. of, in and to the said Manor and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances ; *To hold* unto the said E. C. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above mentioned, which was then to come and unexpired, clearly and absolutely freed and discharged of and from the Proviso or Condition in the said last recited Indenture contained, and of and from all Benefit and Equity, of Redemption of the said Manor and Premises, by Vertue or Colour thereof, or otherwise howsoever : Which said recited Indenture was, by a Proviso or Condition therein contained, made defeasible on Payment by the said L. W. unto the said E. C. of the Sum of 1691  $\text{£}$ . 5  $\text{s}$ . on a certain Day therein mentioned then to come, and now past ; as in and by the said last recited Indenture may more fully appear. *And whereas* the said Sum of 1691  $\text{£}$ . 5  $\text{s}$ . not being paid according to the Proviso of the said last recited Indenture ; and there being a very great Arrear of Interest due and unpaid, the said E. C. exhibited his Bill into the high and honourable Court of *Chancery* against the said L. N. thereby praying that the said L. N. might be

be decreed to pay the Mortgage Money and Interest unto the said E. C. or that he might be debarred and foreclosed of all Equity of Redemption of the said mortgaged Premises: To which Bill the said L. N. appeared and put in his Answer, and thereby confessed the said recited Mortgage, and that the whole principal Money, together with a great Arrear of Interest remained then due and unpaid, and thereby prayed a reasonable Time to be allowed him for Payment thereof; and the said Cause coming to be heard in the said Court on, &c. it was then ordered, adjudged and decreed, That it should be referred to, &c. one of the Masters of that Court, to compute the Principal Money and Interest due to the Plaintiff the said E. C. on the said Mortgage, and to tax him his Costs at Law, and in that Court; and what, upon the said Account, the said Master should find and certify due to the Plaintiff for Principal Money and Interest on his Mortgage, discounting what the Plaintiff had received in Part thereof, and for his Costs at Law, and in that Court: It was further ordered and decreed, That the said Defendant should pay the same to the Plaintiff within six Months then next; or in Default thereof, That the Defendant should be foreclosed of the Equity of Redemption of the said mortgaged Premises, and should make further Assurance of the Premises, according to the Covenant contained in the Mortgage Deed. But if the said Defendant should pay what the said Master should certify due for Principal, Interest and Costs as aforesaid, by the Time aforesaid; then the said Plaintiff was to reconvey or assign the said mortgaged Premises to the Defendant, or as he should appoint, free from all Incumbrances



ces done by him, or any Person claiming by, from or under him. In Pursuance of which Order, the said Master made his Report, dated, &c. and thereby certified to be due to the Plaintiff for Principal, Interest and Costs, the Sum of 2207 *l.* 5 *s.* which he appointed to be paid by the said Defendant to the Plaintiff on, &c. then next, at the Chapel of the *Rolls* in *Chancery-lane*, between the Hours of Ten and Twelve of the Clock of the Forenoon of the same Day; as by the said Report duly filed in the said Court may more fully appear. Which said Report, and all the Matters and Things therein contained, was by an Order of the said Court, dated, &c. of the same Month of, &c. ratified and confirmed by the Order, Authority and Decree of that Court, to be observed and performed by all Parties thereto, according to the Tenour and true Meaning thereof. And by a subsequent Order, dated, &c. it was ordered, That the Time appointed for redeeming the Premises in Question, should be enlarged for three Months. And by a subsequent Order, dated, &c. (upon the said Defendant's signing the Register's Book, that he would ask no further Time than the first Day of *Trinity* Term then next, to redeem the said mortgaged Premises) it was ordered, That the Time for the Defendant's redeeming the Premises in Question, should be enlarged till the said first Day of *Trinity* Term then next. And by a subsequent Order, dated, &c. in regard the said Defendant had not complied with the Terms of the said recited Order of, &c. then past in any Respect whatsoever, nor signed the Register's Book, nor paid the Money reported due to the Plaintiff, tho' the Time given by the said Order was long since elapsed; It was by the Right Hon<sup>ble</sup> Wil-

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*Item* Lord Cowper, Baron of *Wingham*, Lord High Chancellor of *Great Britain*, and by the High and Honourable Court of *Chancery*, and the Power and Authority of the same, ordered, adjudged and decreed, That the Defendant should from thenceforth stand absolutely foreclosed and debarred of the Equity of Redemption of the said mortgaged Premises; as by the said final Decree, duly signed and inrolled in the said Court, may more fully appear. *And where* the said L. N. hath perused the said Report, and is fully satisfied that the Monies reported due to the said E. C. is actually due on the said recited Mortgage, and that it is the full Value of the said mortgaged Manor and Premises. *Now know ye therefore* by these Presents, That he the said L. N. in Consideration thereof, and for quieting the said E. C. in the Possession and Enjoyment of the said Manor and Premises, and for extinguishing all Right, and Pretence of Right, to any Equity of Redemption of the said Premises; he the said L. N. *Hath* remised and released, and by these Presents doth remise, &c. unto the said E. C. his Executors, Administrators and Assigns, the Proviso or Condition in the said last recited Indenture contained, and all Benefit and Equity of Redemption of the said Manor and Premises, by Vertue or Colour thereof, or otherwise howsoever. And also all Covenants, Clauses and Agreements in the same Indenture comprised, which on the Part and Behalf of the said E. C. his Executors, Administrators or Assigns, were to have been, or are or ought to be performed. *And further*, he the said L. N. for the Considerations aforelaid; and in Consideration also of the Sum of *5 s.* of, &c. to him in Hand paid by the said E. C. the Receipt whereof is hereby  
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acknowledged; he the said L. N. ~~has~~ granted, bargained and sold, released, ratified and confirmed, and by these Presents doth grant, ~~and~~ unto the said E. C. *All* and singular the Manor, Advowson, Messuages, Lands, Tenements and Hereditaments above recited to have been granted or assigned to the said E. C. and every Part and Parcel thereof, with the Appurtenances: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and of every Part and Parcel thereof, with the Appurtenances: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law of him the said L. N. of, in and to the said Manor and Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances: *To have and to hold* all and singular the said Manor, Advowson, Messuages, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. C. his Executors, Administrators and Assigns, for and during all the rest and Residue of the said Term of 500 Years above recited, which is yet to come and unexpired, freely and clearly acquitted and discharged of and from all Benefit and Equity of Redemption whatsoever. *And* the said L. N. for himself, his Heirs and Assigns, doth covenant and grant to and with the said E. C. his Executors, Administrators and Assigns, That he the said E. C. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the Remainder of the said Term of 500 Years above recited, which is yet to come and unexpired, peaceably and quietly have, hold, occupy, possess and enjoy, *All* and singular the said Manor,

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Advowson, Messuages, Lands, Tenements and Hereditaments above mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said L. O. his Heirs and Assigns, and of all and every other Person and Persons whatsoever claiming, or to claim, by, from or under him. *In Witness, &c.*

*A Release of Equity of Redemption of Lands mortgaged in Fee, in which Mortgage there was a Covenant to levy a Fine, which Fine accordingly was levied; and in Consideration of a further Sum the Lands are absolutely conveyed, and the Fine is declared to be to the only Use of the Mortgagee, &c.*

**T**HIS Indenture made, &c. Between L. O. of &c. and A. his Wife of the one Part, and J. B. of, &c. of the other Part: Whereas by Indenture of Release bearing Date, &c. made or mentioned to be made between the said L. O. and A. his Wife of the one Part, and the said J. B. of the other Part; the said L. O. and A. his Wife for and in Consideration of the Sum of, &c. did grant, bargain, sell, alien, release and confirm unto the said J. B. (in his actual Possession then being, by Vertue of a Bargain and Sale to him thereof made by the said L. O. and his Wife, by Indenture bearing Date the Day next before the Day of the Date of the said Indenture of Release for the Term of one whole Year, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs, *All that Messuage, &c. To hold* unto the said J. B. his Heirs and Assigns, to the only proper Use and behoof of the said J. B. his Heirs and Assigns for ever; *Subject nevertheless to a certain Proviso or Condition*

dition therein contained to this Effect, That if the said I. O. his Heirs, Executors or Administrators, should well and truly pay or cause to be paid unto the said J. B. his Heirs, Executors, Administrators or Assigns, at or in, &c. the full Sum of, &c. in and upon, &c. without making any Deduction or Abatement whatsoever out of the same, for or by Reason of any Taxes, Assessments or other Payments whatsoever, ordinary or extraordinary, then the said Indenture of Release, and every Thing therein contained, should cease, determine, and be void: In which said recited Indenture of Release (amongst divers other Covenants, Conditions and Agreements) is contained a Covenant, that the said I. O. and A. his Wife, should before the End of the then present *Hilary* Term, in due Form of Law, acknowledge and levy to the said J. B. and his Heirs, one Fine, *Sur conuzance de droit come cel*, &c. with Proclamations, according to the Form of the Statute in that Case made and provided, of the said Messuage or Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances, by such apt Names and Quantities, and in such Manner and Form, as by the said J. B. or his Council Learned in the Law, should be reasonably devised, advised and required: Which said Fine, so as aforesaid, or in any other Manner to be levied, and all and every other Fine or Fines, had or levied, or to be had or levied by the said I. O. and A. his Wife, or either of them, of the said Messuage or Tenement and Premises, was declared to be and enure to the only proper Use and Behoof of the said J. B. his Heirs and Assigns for ever; subject nevertheless to the Proviso or Condition aforesaid, as in and by the said recited Indenture of Release (Relation being thereunto had) more fully and at large

it doth and may appear. *And whereas* a Fine was afterwards in the same *Hillary* Term levied and acknowledged of the said Premises by the said I. O. and A. his Wife, unto the said J. B. and his Heirs, in Pursuance of the said Covenant in the said recited Indenture of Release mentioned and contained. *And whereas* the said J. B. hath agreed with the said I. O. for an absolute and undefeasible Estate in Fee-Simple of, and in the said Messuage or Tenement and Premises abovementioned for the further Sum of, &c. *Now this Indenture witnesseth*, That for and in Consideration of the said further Sum of, &c. of, &c. to them the said I. O. and A. his Wife in Hand paid by the said J. B. the Receipt whereof he the said I. O. and A. his Wife, do hereby acknowledge, and thereof, and of every Part thereof, do acquit and discharge the said J. B. his Heirs, Executors and Administrators by these Presents, he the said I. O. and A. his Wife, *Have* granted, ratified and confirmed, and by these Presents do for them, and their Heirs, grant, ratify and confirm unto the said J. B. his Heirs and Assigns, the said Messuage or Tenement, and all and singular other the Premises, and every Part and Parcel thereof, with the Appurtenances, in the said recited Indenture of Release mentioned. *And also* the said I. O. and A. his Wife, *Have* remised, released and for ever quit claimed, and by these Presents do remise, &c. unto the said J. B. his Heirs and Assigns, and every of them the said Proviso or Condition in the said recited Indenture of Release mentioned and contained; and all Right and Power of Redemption of the said Messuage or Tenement and Premises, which they the said I. O. and A. his Wife, have or either of them hath or can or may have

or



or claim either in Law or Equity, by Vertue of the said Proviso or Condition: And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said I. O. and A. his Wife, of, in or to the said Messuage or Tenement and Premises; and of, in and to every or any Part or Parcel thereof, with their and every of their Appurtenances. *To have and to hold* the said Messuage or Tenement, and all and singular other the Premises hereby granted, released and confirmed, or mentioned or intended to be hereby granted, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said J. B. his Heirs and Assigns, to the only proper Use and Behoof of the said J. B. his Heirs and Assigns for ever: And that fully, freely and absolutely without any manner of Condition, Proviso or Limitation whatsoever. *And* the said I. O. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said J. B. his Heirs and Assigns, by these Presents in Manner following (that is to say) That he the said I. O. now hath good Right, full Power, and lawful and absolute Authority, to grant, release and confirm the said Messuage or Tenement and Premises, unto the said J. B. his Heirs and Assigns, in Manner and Form aforesaid. *And* that it shall and may be lawful to and for the said J. B. his Heirs and Assigns, from Time to Time and at all Times for ever hereafter, peaceably and quietly to have, hold and enjoy all and singular the said Premises and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Molestation, Interruption or Denial of them the said I. O. and A. his Wife, their Heirs, Executors, Administrators or Assigns, or of or by any

any other Person or Persons whatsoever claiming or to claim, by, from or under him, her, them or any or either of them. *And also*, That the said Fine, so in and by the said recited Indenture of Release covenanted to be levied of the said Premises by the said I. O. and A. his Wife, to the said J. B. and his Heirs, and afterwards by them acknowledged and levied as aforesaid, shall be and enure, and shall be deemed, adjudged, and taken to be and enure, and is hereby declared, concluded and agreed by and between the said Parties to these Presents, to be and enure to the only proper Use and Behoof of the said J. B. his Heirs and Assigns for ever, freed and discharged of and from the Proviso or Condition in the said recited Indenture of Release mentioned and contained, and of and from all other Provisoes, Conditions or Limitations whatsoever, and to and for no other Use, Intent or Purpose whatsoever. *And further*, That he the said I. O. and A. his Wife, their and either of their Heirs and Assigns, and all and every other Person and Persons whatsoever, having or lawfully claiming any Estate, Right, Title or Interest, of, in or to the said Premises or any Part thereof, by, from or under them, or either of them, shall and will from Time to Time, and at all Times hereafter, within the Space of seven Years from the Date hereof, upon the reasonable Request, and at the Costs and Charges of the said J. B. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed *All* and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect and absolute granting, conveying and assuring of all and singular the said Premises

above-mentioned, and of every Part and Parcel thereof, with the Appurtenances, unto the said J. B. his Heirs and Assigns, to the only proper Use and Behoof of the said J. B. his Heirs and Assigns for ever, as by the said J. B. his Heirs or Assigns, or his or their Council Learned in the Law, shall be reasonably devised or advised and required. *In Witness, &c.*

*A Release of Equity of Redemption, or Assignment of a Mortgage of a Lease of a Messuage, &c. for 41 Years, with a Policy of Insurance, and a Special Reddend, &c.*

**T**His Indenture made, &c. Between Sir F. C. of, &c. Knt. and T. A. of, &c. of the one Part, and M. P. of, &c. of the other Part. *Whereas* by Indenture bearing Date, &c. made or mentioned to be made between J. C. Citizen and &c. and P. his Wife, who was the Relict and Administratrix of the Goods and Chattels, Rights and Credits of, &c. and H. K. Citizen and, &c. of London, and H. his Wife, who was the Orphan and Sole Heir of, &c. of the one Part, and the said T. A. of the other Part, the said J. C. and P. his Wife, and H. K. and H. his Wife, for the Considerations therein mentioned, did demise, grant and to Farm let unto the said T. A. *All* that Messuage or Tenement, situate, &c. together with all Shops, Cellars, Sollars, Chambers, Rooms, Lights, Easements and Appurtenances whatsoever, to the said Messuage and Premises belonging or appertaining. *To be had and holden* unto the said T. A. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of 41 Years, and one half Year, from thence next ensuing, and fully



fully to be compleat and ended : *Yielding* and paying therefore for the first half Year of the said Term the Rent of one Pepper-Corn on the Feast of, &c. if the same shall be demanded. *And yielding* and paying therefore yearly for the 41 Years (if the said P. Wife of the said J. C. should so long live) unto the said J. C. and P. his Wife, the yearly Rent or Sum of, &c. at the four most usual Feasts or Times of Payment in the Year (that is to say) &c. the first Payment to begin, &c. *And yielding* and paying from the Death of the said P. for and during all the Rest and Residue of the said Term, which shall be then to come and unexpired, unto the said H. K. and H. his Wife, and their Assigns, the said yearly Rent of, &c. on the said four Feast Days ; the first Payment to begin and be made on such of the said Feast Days, as should next happen after the Death of the said P. *As* by the said recited Indenture (Relation being thereunto had) may more at large appear. *And whereas* by a certain Instrument or Policy of Insurance, bearing Date, &c. B. B. and S. T. Gent. in Consideration of the Sum of, &c. to them paid by the said P. H. for the ensuring of the Messuage aforesaid, for the Term of, &c. did direct and appoint that the Trustees for the Time being for Houses and Lands settled for insuring of Houses against Fire, should pay to the said P. her Executors, Administrators or Assigns, the Sum of, &c. at the End of two Months next after the said House should be burnt, demolished or damnified by or by Reason or Means of Fire ; and so often as any new House to be built in the Place thereof should be burnt, demolished or damnified by or by Reason or Means of Fire, within the said Term of, &c. the like

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Sum of, &c. *And whereas* by an Indenture on the back of the said Policy, bearing Date, &c. the said J. C. and P. his Wife, in Consideration of the Sum of, &c. to them in Hand paid, did grant, assign and set over unto the said T. A. as well the within written Instrument or Policy of Insurance as all Sum and Sums of Money therein mentioned, and all their Right, Title and Interest thereunto, and all Benefit, Profit and Advantage thereof. *To bold* to him the said T. A. his Executors, Administrators and Assigns, from thenceforth, for and during all the Rest and Residue of the Term within insured, as by the said Policy and Assignment thereof may more fully appear. *And whereas* by Indenture of Assignment, bearing Date, &c. made, or mentioned to be made, between the said T. A. of the one Part, and the said Sir F. C. of the other Part; The said T. A. for and in Consideration of the Sum of, &c. to him in Hand paid by the said Sir F. C. did grant, bargain, sell, assign, and set over unto the said Sir F. C. his Executors, Administrators and Assigns, *All* that the said Messuage, or Tenement and Premises above mentioned to be granted in and by the said recited Indenture of Lease, together with the same Indenture. *To bold* unto the said Sir F. C. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of 41 Years then to come and unexpired. *And whereas* the said T. A. in and by the said Indenture of Assignment, for the Consideration aforesaid, did grant, assign, and set over unto the aforesaid Sir F. C. his Executors, Administrators and Assigns, the said recited Policy of Insurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof.

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*To hold* to him the said Sir F. C. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term, insured as aforesaid, in which said Indenture is contained a Proviso or Condition, That if the said T. A. his Executors or Administrators, should pay or cause to be paid unto the said Sir F. C. his Executors, Administrators or Assigns, the full Sum of, &c. on, &c. then next ensuing, and now last past, without any Deduction or Abatement for Taxes, or Payments whatsoever, Then the said recited Indenture, and every Thing therein contained, should Cease, Determine, and be void, as in and by the said recited Indenture, (Relation being thereunto had) may more fully appear. *And whereas* the said T. A. made Default in Payment of the said Sum of, &c. on the Day and Time by the said Proviso or Condition limited and appointed, contrary to the true Intent and Meaning of the said recited Indenture of Assignment: By Reason whereof the said Messuage or Tenement, and Premises became in the Law forfeited unto the said Sir F. C. *Now this Indenture witnesseth*, That for and in Consideration of the Sum of, &c. to the said Sir F. C. in Hand paid by the said M. P. and of the Sum of, &c. to the said T. A. also in Hand paid by the said M. P. before the sealing and delivery of these Presents; The Receipt of which said several Sums, they the said Sir F. C. and T. A. do hereby respectively acknowledge; He the said Sir F. C. by and with the Consent and Direction of the said T. A. testified by his being a Party to and signing and sealing of these Presents, *And also* the said T. A. *Have* granted, bargained, sold, assigned and set over, and by these Presents do, and each of them doth Grant, &c. unto the said



M. P. his Executors, Administrators and Assigns, *All* that the said Messuage or Tenement, and Premises, with the Appurtenances, which in and by the said recited Indenture of Lease were demised and granted unto the said T. A. *And also* all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever of them the said Sir F. and T. A. or either of them, of, in or to the said Premises, or any Part thereof, together with the said recited Indenture of Lease and Assignment, and all Counter-Parts of Leases, Contracts and Agreements, made and granted, of the said Premises, or any Part thereof, to any Person or Persons whatsoever. *To have and to hold*, The said Messuage or Tenement, and all and singular other the Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said M. P. his Executors, Administrators and Assigns, for and during all the Rest and Residue of all the said Term of 41 Years now to come and unexpired, in as large and ample manner to all Intents and Purposes, as the said Sir F. C. or the said T. A. or either of them, might have held or enjoyed the said Premises, by virtue of the said recited Indenture of Lease, and the Assignment thereof, or either of them, or by any other Ways and Means, Right or Title whatsoever, if these Presents had not been made. *And this Indenture also witnesseth*, That the said Sir F. C. and T. A. for the Considerations aforesaid, *Have* granted, assigned and set over, and by these Presents do, and each of them doth Grant, &c. unto the said M. P. his Executors, Administrators and Assigns, the said Policy of Insurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof. *To have and to hold* the said Policy

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of Insurance, and all Sums of Money therein mentioned, and the Benefit and Advantage thereof, unto the said M. P. his Executors, Administrators and Assigns, from the Date hereof, for and during all the Rest, and Residue of the said Term insured as aforesaid. *And this Indenture further witnesseth,* That the said T. A. for the Considerations aforesaid, *Hath* remised, released, and quit-claimed; and by these Presents doth remise, release, and for ever quit-claim unto the said M. P. his Executors, Administrators and Assigns, the said Proviso or Condition, contained in the above recited Indenture of Assignment, to the said Sir F. C. and all Power and Equity of Redemption whatsoever, both in Law and Equity, which he the said T. A. his Executors or Administrators, might or could have, or can, or may have or claim by Force, Vertue or Means of the said Proviso or Condition, Clause or Agreement in the said recited Indenture of Assignment mentioned and contained, or by any other Ways or Means whatsoever. *And* that he the said T. A. his Executors and Administrators are, and at all Times hereafter shall be hereby barred, and for ever excluded of and from all manner of Relief whatsoever, either in Law or Equity, touching and concerning the said Premises, or any Part thereof. *And* the said Sir F. C. for himself, his Executors and Administrators doth covenant and grant, to and with the said M. P. his Executors, Administrators and Assigns, That he the said Sir F. C. hath not made, done, or committed any Act, Matter or Thing whatsoever, whereby, or by reason whereof the said Messuage or Tenement, and Premises, or any Part thereof is, are or shall, or may be any ways impeached or incumbered in Title, Estate, or otherwise howsoever.

ver. *And* the said T. A. for himself, his Executors, Administrators and Assigns doth covenant and grant to and with the said M. P. his Executors, Administrators and Assigns, by these Presents, That he the said M. P. his Executors, Administrators and Assigns, shall and may peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and Premises above mentioned, and receive and take the Rents, Issues and Profits thereof, to his and their own Use and Uses, for and during all the Rest and Residue, now to come and unexpired, of the said Term of 41 Years, in and by the said recited Indenture of Lease granted, without any the Let, Suit, Trouble, Eviction, Ejection, Molestation or Interruption whatsoever, of or by him the said T. A. his Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever, lawfully claiming from, by or under him, them, or any of them. *And* that freed and discharged, or otherwise by him the said T. A. his Executors and Administrators, well and sufficiently saved and kept harmless and indemnified of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Re-entries, Cause and Causes of Forfeiture and Re-entry, Rents, Arrearages of Rent, Judgments, Extents, Executions, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by him the said T. A. his Executors, Administrators or Assigns, or any of them. (The Rents and Covenants reserved, mentioned and contained in the above recited Indenture of Lease, which from henceforth on the Tenants or Lessees



tees part and behalf shall grow due to be paid and performed, always excepted and foreprised.)  
*In Witness, &c.*

*A Release of the Equity of Redemption of Lands mortgaged, made in performance of a Decree in the High Court of Chancery, after the Estate is recovered at Common Law.*

**T***His Indenture made, &c. Between C. D. of, &c. Son and Heir of Sir C. D. late of, &c. aforeſaid Knight deceased, of the one Part, and F. C. of, &c. Widow and Relict of the Right Reverend Father in God J. late Lord Bishop of, &c. deceased, of the other Part. Whereas by Indenture bearing Date, &c. made between the ſaid Sir C. D. deceased, of the one Part; and the ſaid F. C. by the Name of, &c. of the other Part; He the ſaid Sir C. D. for the Conſiderations therein mentioned, Did demise, grant, bargain and ſell unto the ſaid F. C. All that Parcel of Meadow or Paſture Ground, lying in, &c. containing by Eſtimation, &c. be the ſame more or leſs, thentofore in the tenure of, &c. and then in the Tenure or Occupation of, &c. at and under the yearly Rent of, &c. And alſo all that other Parcel of Meadow or Paſture Ground in, &c. containing by Eſtimation, &c. be the ſame more or leſs, and then in the Tenure or Occupation of, &c. at and under the yearly Rent of, &c. And alſo all that other Parcel of Meadow or Paſture Ground, containing by Eſtimation, &c. be the ſame more or leſs, and then in the Tenures or Occupations of, &c. at and under the yearly Rent of, &c. And all and ſingular Waſts, Ways, Watercourſes, Common of Paſture, Hereditaments, Profits, Eaſements and Appurte-*

purtenances whatsoever, to the said Premisses, or  
 any of them belonging, or in any wise apper-  
 taining, or therewith used, occupied or enjoyed,  
 reputed and taken as Part, Parcel or Member of  
 them, or any of them; and the Reversion and  
 Reversions, Remainder and Remainders, Rents,  
 Issues and Profits, of all and singular the above  
 mentioned Premisses, and of every Part and Par-  
 cel thereof. And all Rents, and other Profits  
 reserved, or from thenceforth payable upon any  
 Lease or Leases thereof, or of any part there-  
 of. And all the Estate, Right, Title, Interest,  
 Use, Property, Claim and Demand whatso-  
 ever, either in Law or Equity, of him the said  
 Sir C. D. of, in or to all or any of the said  
 Premisses, or of, in or to any Part or Parcel  
 thereof, with their and every of their Appur-  
 tenances. *To be had and bolden* unto the said  
 F. C. her Executors, Administrators and Assigns,  
 from the Day next before the Day of the Date of  
 the said Indenture, for and during, and unto the  
 full end and term of 99 Years, from thence next  
 ensuing, and fully to be compleat and ended,  
 without Impeachment of, or for any manner of  
 Wast; At and under the yearly Rent of one  
 Pepper Corn, payable on, &c. if demanded.  
 In which said Indenture is contained a Proviso  
 or Condition nevertheless, That if the said Sir  
 C. D. his Heirs, Executors and Administrators,  
 or any of them should pay or cause to be paid  
 unto the said F. C. her Executors, Administra-  
 tors or Assigns the Sum of, &c. with lawful In-  
 terest for the same, at the Days and Times in  
 the said Indenture mentioned, That then the  
 said Indenture should be void, as in and by the  
 Indenture, (Relation being thereunto had) more  
 at large appeareth. *And whereas* the said Sum  
 of,

of, &c. nor any part thereof, or any Interest for the same, was paid at the Times appointed for the Payment thereof, nor at any Time since, whereby the Estate granted to the said F. C. in the said Premises became absolute, and she recovered Judgment at Law, and was put into the Possession thereof by the Sheriff of the said County of, &c. by virtue of an Execution upon the said Judgment. *And whereas* by a Decree or Decretal Order, made in a certain Cause, depending in the High Court of Chancery, between the said F. C. Complainant, and the said C. D. Defendant, bearing Date, &c. It was ordered and decreed, That upon the said C. D's. Payment of what, &c. one of the Masters of the said Court should certify to be due to the said F. C. for principal, Interest and Costs, by the first Day of the then next Term, the said F. C. should Reconvey the said mortgaged Premises to the said C. D. or whom he should appoint, free of all Incumbrances, done by her, or any claiming by, from or under her. But in Default of the same C. D's. Payment, of what the said Master should certify to be due to the said F. C. as aforesaid, Then it was ordered and decreed, that the said C. D. should be absolutely foreclosed and debarred from all Equity of Redemption, and deliver upon Oath all Deeds and Writings, that he had or could come by, that related to the Premises, And Convey all the Right, Title and Interest, which he had in the Premises, unto the said F. C. in such manner as the said Master should Direct. *And whereas* the said Master in pursuance of the said Order, made his Report, bearing Date, &c. last past, whereby he certified due to the said F. C. the Sum of, &c. and appointed the said C. D. to pay the same



same unto her, on, &c. last past, as by the said Decree or Decretal Order and Report, more at large appears. *And whereas* the said C. D. hath not paid the said, &c. nor any part thereof, according to the said Order and Report, *Now this Indenture witnesseth*, That the said C. D. in Obedience to, and in pursuance of the said Decree, and for and in Consideration of the Sum of 5 s. of, &c. to him in Hand paid by the said F. C. the Receipt whereof he doth hereby acknowledge, *Hath* granted, released and confirmed, and by these Presents doth grant, &c. unto the said F. C. her Executors, Administrators and Assigns, the said several Pieces and Parcels of Meadow and Pasture Ground, with their and every of their Rights, Members and Appurtenances; and the Reversion and Reversions, Remainder and Remainders thereof. *And* also all the Estate, Right, Title and Interest, both in Law and Equity, of the said C. D. in and to the same, and every Part and Parcel thereof; together with all Deeds, Evidences and Writings, touching and concerning the said Premises only, and true Copies of all such as concern the same with other Lands. *To have and to hold* the said several Pieces of Meadow and Pasture Ground, with the Appurtenances, and all and singular other the Premises hereby granted and released, or meant, mentioned or intended to be hereby granted and released unto the said F. C. her Executors, Administrators and Assigns, from henceforth, for and during all the rest and residue of the said Term of 99 Years, yet to come and unexpired, absolutely foreclosed and debarred of and from the Proviso of Redemption in the said recited Indenture mentioned, and from all Benefit and Equity of Redemption  
whatso-

whatsoever. And the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant and grant, to and with the said F. C. her Executors, Administrators and Assigns, by these Presents, That he the said C. D. and his Heirs shall and will at the Request, Costs and Charges in the Law of the said F. C. her Executors, Administrators, or Assigns, from Time to Time, and at all Times hereafter, during the space of seven Years next ensuing, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable A& and A&ts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further and better conveying and assuring of the said Premises to the said F. C. her Executors, Administrators and Assigns, as by the said F. C. her Executors, Administrators and Assigns, shall be devised, advised and required, so as the said C. D. or such Person, as shall be required to do the same, be not compelled or compellable, to Travel above seven Miles from the Place of his or their usual Place of Abode. And so as the same contain no further Warranty, than is in these Presents. *In Witness, &c.*

*An Assignment of a Release of Equity of Redemption, with special Recitals of an Assignment of a Mortgage, and a Decree in Chancery, &c.*

**T**His Indenture made, &c. Between J. V. of, &c. of the one Part, and R. Y. of, &c. of the other Part. Whereas W. S. of, &c. in and by one Indenture, bearing Date, &c. in Consideration of the Sum of 200 l. of, &c. therein mentioned to be paid to him by J. J. late of, &c. did bargain, sell, demise, grant, and to farm

farm let and fer, unto the said J. J. in his Lifetime, his Executors, Administrators and Assigns, *All that Messuage, &c. To be had and holden* unto the said J. J. his Executors, Administrators and Assigns, for and during the Term of 1000 Years, thence next and immediately ensuing and following, fully to be compleat and ended, without Impeachment of or for any manner of Wast, by and under the yearly Rent of a Pepper Corn, which said Indenture was nevertheless Defeasible, on repayment of the said 200 l. with Interest for the same, at certain Days and Times, in the same Indenture expressed, and now past, as in and by the said recited Indenture may more fully appear. *And whereas* failure being made in Payment of the said 200 l. and Interest, at the Times in the Proviso or Condition in the said recited Indenture mentioned, the Estate and Term thereby granted, became in Law Absolute. *And whereas* in and by one Indenture Tripartite, bearing Date, &c. made between the said W. S. of the first Part, W. W. of, &c. and F. his Wife, sole Daughter and Administratrix, *de bonis non*, of the Goods and Chattels of the said J. J. of the second Part, and the said J. V. of the third Part, reciting therein in effect as is herein before recited; and reciting further, that the said J. J. died intestate, and Administration of his Goods and Chattels were in due form of Law granted and committed to J. J. his Son, who afterwards died also without making any Disposition of the said Term, or any Alteration of the Estate thereby granted; *And that* after his Decease, Administration, *de bonis non*, of all and singular the Goods and Chattels, Rights and Credits, whereof the said J. J. the elder died possessed, by the said J. J. ju-



nior unadministred, were in due form of Law granted and committed to the said F. Wife of the said W. W. as might appear. And reciring further, that the said W. W. and F. his Wife had that Day accompted with the said W. S. for the Principal and Interest then remaining due and owing on the said recited Indenture, and upon a just Account made, there remained due and owing to the said W. W. and F. his Wife for Principal and Interest, the Sum of 260 *l.* The said W. S. did Remise and Release unto the said W. W. and F. his Wife, the Proviso or Condition in the said recited Indenture contained, and all Benefit and Equity of Redemption of the said Premisses, by virtue or colour thereof. And the said W. W. and F. his Wife in Consideration of the Sum of 260 *l.* of, &c. therein mentioned to be paid them by the said J. V. did bargain, sell, assign and set over; And the said W. S. for the better securing thereof, did ratifie and confirm, *All* and singular the said Messuages, Lands, Tenements, Hereditaments and Premisses above recited, and every Part and Parcel thereof, with the Appurtenances; and all their Estate and Interest therein unto the said J. V. which said last recited Indenture was nevertheless Defeasible, on Repayment, by the said W. S. of the said 260 *l.* with the Interest thereof, at certain Days and Times therein mentioned, and now past, as thereby may appear. *And whereas* Default being made in the Proviso or Condition, contained in the said last recited Indenture, the Estate, Term and Interest of him the said J. V. of, in and to the said Premisses, became in Law Absolute; And the said J. V. entred thereinto, and received some of the Profits thereof; But the same being nevertheless redeemable in Equity,

ty, the said J. V. exhibited his Bill into the High Court of *Chancery*, against the said W. S. to compel him either to pay the said J. V. the said Mortgage Money and Interest, or else to be precluded and foreclosed from all Equity of Redemption thereof, whereto the said W. S. appeared and answered. *And* the said Cause came to be heard, on, &c. wherein it was ordered and decreed that the said W. S. should, on, &c. pay the said J. V. the said principal Sum of 260 *l.* and 50 *l.* for the Interest thereof, and 5 *l.* for Costs, in all amounting to the Sum of 315 *l.* at the House of, &c. at the Hours of 10 and 11 of the Clock in the Forenoon, and 5 of the Clock in the Afternoon, of the same Day; and that on the Payment thereof, the said J. V. should Convey and Assign his Estate and Interest in the Premises to the said W. S. or whom he should appoint. But in Case the said W. S. should make Default in Payment of the said 315 *l.* at the Time and Place aforesaid, Then the said J. V. his Executors and Administrators were to hold and enjoy the said Premises, absolutely discharged from all Equity of Redemption, for the Remainder of the said Term, as by the said Order may appear. *And whereas* the said W. S. did not pay the said 315 *l.* or any part thereof to the said J. V. at the Time and Place aforesaid, by reason whereof he the said W. S. was barred and foreclosed of all Equity and Power of Redemption of the said Premises, and every part thereof. *And whereas* in and by a certain Writing, bearing Date, &c. endorsed on the back of the said recited Indenture, The said W. S. did Remise, Release and Confirm unto the said J. V. all and every the Lands, Tenements and Hereditaments above mentioned, with the Appurtenances, and all his

Estate

Estate and Interest therein. *To have and to hold* unto the said J. V. his Executors, Administrators and Assigns, during all the Residue of the said Term of Years above mentioned, which was then to come, *Discharged* of and from the Proviso or Condition in the said recited Indenture contained, and of and from all Equity and Power of Redemption whatsoever, as by the said Endorsement may appear. *Now this Indenture witnesseth*, That the said J. V. for and in Consideration of the Sum of 350 *l.* of *£*. to him in Hand paid by the said R. Y. The Receipt whereof he the said J. V. doth hereby acknowledge, *Have* bargained and sold, assigned and set over, and by these Presents doth bargain, *&c.* unto the said R. Y. all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, together with the said ~~several recited Indentures~~. *And also* all the Estate, Right, Title, Interest, Term of Years to come, Claim and Demand whatsoever of him the said J. V. of, in and to the same Premises, and every part thereof. *To have and to hold* all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said R. Y. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years above mentioned, which is yet to come, and unexpired. *And* the said J. V. for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said R. Y. his Executors, Administrators and Assigns, That he the said R. Y. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, for and during all the Rest and Residue of the said Term of 1000



Years now to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, without any Let, Suit, Trouble, Hindrance, Molestation, Interruption or Denial, of or by him the said J. V. his Executors or Administrators; or of or by any other Person or Persons whatsoever, claiming or to claim, in, by, from or under him, them, or any of them, (except one Indenture of Lease, &c. under the yearly Rent of, &c.) which Rent is from henceforth, to become due and payable to the said R. Y. his Executors, Administrators and Assigns. *In Witness, &c.*

### A Bill in Chancery to foreclose the Equity of Redemption on a Mortgage.

*To the Right Honourable, &c.*

**H**Umblly complaining sheweth unto your Lordship, &c. *That whereas* E. B. of, &c. having occasion of Money, did borrow and take up at Interest of your Orator 2000 *l.* And for securing the Repayment thereof, with Interest, in and by one Indenture, bearing Date, &c. made between, &c. did Demise, &c. all that Messuage, &c. *To hold, &c.* as in and by the said Indenture, in your Orator's Custody, ready to be produced, will more fully appear. And your Orator further sheweth unto your Lordship, that afterwards by Indenture, &c. reciting, &c. in Consideration, &c. had, &c. (*Here recite all the Securities down to the Time of the Bill.*)

*And*

And your Orator further sheweth unto your Lordship, that the said M. B. hath not only failed in Payment of the said 2000 £ and Interest, but hath suffered the Interest thereof, ever since to run greatly in Arrear, although your Orator hath often requested and desired him to pay the said principal Money, or at least the Interest thereof, as the same became due, as in all Equity and good Conscience he ought to have done. But now so it is, May it please your Lordship, that the said M. B. hath hitherto neglected and taken no Care to pay either the principal Money, or the Interest thereof, and hath endeavoured to delay your Orator all he can by fair Promises, wherewith your Orator having been put off a long Time intended to have actually enter'd on the said mortgaged Premises, and to have recovered the Possession thereof at the Common Law. But upon inquiry your Orator finds, That all, or the greatest Part of the said mortgaged Premises have been leased out by the said E. B. deceased in his Life-time, precedent to your Orator's Title, for long Terms of Years, either Absolute or Determinable upon Lives, under small Rents, to sundry Persons, to your Orator unknown, (whose Names when discovered, your Orator prays may be made Parties to this Suit, with apt Words to charge them) so that your Orator can't bring any Action at Law for Recovery of the Possession of the said mortgaged Premises; yet well hoped he might have received the Rents and Profits thereof, towards Satisfaction of his said Debt and Interest. But the said M. B. having the Counterparts of the several Leases in his own Custody, refuseth to discover upon what Terms, and under what Rents the same were granted, or when payable, intending as much as in him

lies, to defeat your Orator of his said Debt and Interest; and doth not only refuse to pay your said Orator, the said principal Sum of 2000 *l.* or any Interest therefore: But hath also prevail'd with the several Tenants of the mortgaged Premises, not to attorn Tenants to your said Orator, or to pay him any Rents due or payable for the same. *And* your Orator not having any Counterparts of the several Leases cannot bring any Action for Recovery of the several Rents, or any part of them, whereby your Orator is likely to be deprived of his just Debt and Interest, without the Aid and Assistance of your Lordship, in this Honourable Court; in tender Consideration whereof, and forasmuch as your Orator hath not Remedy at Law, to get the Possession of the said Premises, or to compel the several Tenants to attorn Tenants to your Orator to pay him their respective Rents, as the same shall become due, or to enforce the Payment of his said Debt and Interest, or to foreclose the said M. B. of his Equity of Redemption of the said mortgaged Premises, but in this Honourable Court; *And* the rather for that the said M. B. gives out, that if your Orator should be admitted into the Possession of the said Premises, or into the Receipts of the Rents and Profits thereof; Yet that your Orator shall be but in the Nature of a Bailiff, for that he can call your Orator to Account at Pleasure. *To* the end therefore, that the said M. B. and the rest of the Confederates, when discovered, may true and perfect Answer make to all and singular the said Premises, and particularly that the said M. B. may discover whether the said E. B. did not in his Life-time borrow of your Orator the said Sum of 2000 *l.* And whether such Inden-

tures



tures and Securities were not made, and duly executed, as the same are herein before set forth, for securing the Repayment thereof, with Interest. And whether he did at the Time, and in manner herein set forth, turn the Sum of, &c. into principal and secure the same, with Interest, in such manner as is herein before, alledged. *And* whether the said Sum of, &c. and all the Interest thereof, ever since the Day, &c. doth not remain due and owing to your said Orator, or how much thereof is yet owing. *And* that the said M. B. may also set forth and discover, what Leases and other Incumbrances have been granted on, or affect the said Premises, or any part thereof, and may set forth the Dates and Contents of such Leases and Incumbrances respectively, and by whom made, upon what Terms, and for what Consideration, and under what Rents, and may be ordered to deliver the Counterparts of the said several Leases to your Orator, whereby to enable him to recover the several Rents due thereupon: And to the end the said several Tenants may be ordered and decreed to attorn Tenants to your Orator, and pay your Orator their respective Rents, for the Future, as they shall become due. *And* to the end the said M. B. may be decreed to pay your Orator his Principal and Interest together with his Costs, by a certain Day, to be prefixed by this Honourable Court, or in Default thereof, That your Orator may by Decree of this Court hold and enjoy all and singular the said mortgaged Premises, freed and discharged of all Equity, Power and Benefit of Redemption, which the said M. B. or any Person, claiming by, from or under him, or the said E. B. may or might Challenge or Claim to have of, in or unto the

said Premises, or any part thereof. And that the said M. B. may also by the Decree of this Court be wholly foreclosed, and excluded from all Equity of Redemption of the said mortgaged Premises; And may be also ordered to make further Assurance of the same Premises to your Orator, his Executors, Administrators and Assigns; And that your Orator may be further relieved in the Premises, according to Equity and good Conscience; *May it please your Lordship, &c.*

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